

**SAN MATEO COUNTY COMMUNITY BASED TRANSPORTATION PLAN UPDATES
CONSULTANT SERVICES AGREEMENT**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. INTRODUCTION	3
ARTICLE II. CONSULTANT’S REPORTS OR MEETINGS	5
ARTICLE III. STATEMENT OF WORK	5
ARTICLE IV. PERFORMANCE PERIOD	6
ARTICLE V. ALLOWABLE COSTS AND PAYMENTS	6
ARTICLE VI. TERMINATION	7
ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS	8
ARTICLE VIII. RETENTION OF RECORD/AUDITS	8
ARTICLE IX. AUDIT REVIEW PROCEDURES	8
ARTICLE X. SUBCONTRACTING	10
ARTICLE XI. CONFLICTS OF INTEREST 11	
ARTICLE XII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION	11
ARTICLE XIII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE	12
ARTICLE XIV. DEBARMENT AND SUSPENSION CERTIFICATION	13
ARTICLE XV. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION	13
ARTICLE XVI. INSURANCE	15
ARTICLE XVII. FUNDING REQUIREMENTS	16
ARTICLE XVIII. CHANGE IN TERMS	17
ARTICLE XIX. CONTINGENT FEE	17
ARTICLE XX. DISPUTES	17
ARTICLE XXI. INSPECTION OF WORK	18
ARTICLE XXII. OWNERSHIP OF DATA	18

ARTICLE XXIII.	CONFIDENTIALITY OF DATA	19
ARTICLE XXIV.	NATIONAL LABOR RELATIONS BOARD CERTIFICATION	19
ARTICLE XXV.	RETENTION OF FUNDS	19
ARTICLE XXVI.	NOTIFICATION	20
ARTICLE XXVII.	CONTRACT	20
ARTICLE XXVIII.	SIGNATURES	20

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ARTICLE I. INTRODUCTION

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY**

AND

PLACEWORKS

WITNESSETH

WHEREAS, the Metropolitan Transportation Commission (MTC), the regional transportation agency for the San Francisco Bay Area, established guidelines to launch and implement the Community-based Transportation Planning (CBTP) Program in 2002 to identify transportation needs in economically disadvantaged communities throughout the San Francisco Bay Area; and

WHEREAS, in January 2018, the MTC issued new Planning Program Guidelines and funding grant opportunities for Bay Area Congestion Management Agencies to develop or update CBTP plans; and

WHEREAS, the City/County Association of Governments of San Mateo County (C/CAG) is the Congestion Management Agency for San Mateo County; and

WHEREAS, C/CAG has previously completed CBTPs for East Palo Alto (2005), Bayshore (2008), North Central San Mateo (2011) and San Bruno/South San Francisco (2012); and

WHEREAS, C/CAG has determined that updates are warranted for the Bayshore and East Palo Alto Community Based Transportation Plans in accordance with MTC's 2018 Guidelines, necessitating the use of consultant services; and

WHEREAS, C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

WHEREAS, by adoption of Resolution 19-13, by the Board of Directors of the City/County Association of Governments of San Mateo County authorizes the C/CAG Executive Director to execute an agreement with Consultant in the amount of \$168,809.00 to update the Bayshore and East Palo Alto Community Based Transportation Plans.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

PLACEWORKS

Incorporated in the State of CALIFORNIA

The Project Manager for the "CONSULTANT" will be Greg Goodfellow

The name of the "LOCAL AGENCY" is as follows:

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)

The Contract Administrator for LOCAL AGENCY will be Susy Kalkin

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated January 30, 2019 (Revised February 19, 2019). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment 2) and incorporated by reference. The hours stated in Attachment #2 are intended to be an estimate of the amount of time Consultant expects to spend on each task. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT, in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is subject only to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the the parties, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT, as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so that remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III. STATEMENT OF WORK

- A. CONSULTANT Services
In consideration of the payments hereinafter set forth, Consultant agrees to perform the services ("Services") described in Attachment #1, Proposal For Services entitled "San Mateo County Community Based Transportation Plan Updates", dated January 30, 2019, prepared by Placeworks, and attached hereto. All Services must be performed and completed by March 17, 2021.
- B. LOCAL AGENCY Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

C. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings subsequent to the initial meeting shall be included in the fee.

D. Documentation and Schedules

AGREEMENT, where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

E. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV. PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on March 18, 2019, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on March 17, 2021, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Susy Kalkin

- E. The total amount payable by LOCAL AGENCY shall not exceed \$168,809.00

ARTICLE VI. TERMINATION

- A. This AGREEMENT may be terminated for any reason by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data

estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.

ARTICLE VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with California Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X. SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise shall create any contractual relationship between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization, and no portion of the work shall be subcontracted without advance written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants identified in CONSULTANT'S approved Cost Proposal must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI. CONFLICTS OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XIII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XIV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XV. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 4%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#), or in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE

participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XVI. INSURANCE

- A. *General Requirements.* CONSULTANT or its subconsultants performing the services on behalf of CONSULTANT shall not commence work under this AGREEMENT until all insurance required under this section has been obtained. CONSULTANT shall use diligence to obtain such insurance. CONSULTANT shall furnish LOCAL AGENCY with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending CONSULTANT'S coverage to include the contractual liability assumed by CONSULTANT pursuant to this AGREEMENT. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to LOCAL AGENCY of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- B. *Workers' Compensation and Employer Liability Insurance.* CONSULTANT shall have in effect,

during the entire life of this AGREEMENT, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this AGREEMENT, CONSULTANT certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this AGREEMENT.

- C. *Liability Insurance.* CONSULTANT shall take out and maintain during the life of this AGREEMENT such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CONSULTANT, its employees, officers and agents while performing work covered by this AGREEMENT from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from CONSULTANT'S operations under this AGREEMENT, whether such operations be by CONSULTANT or by any sub-consultant 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 \$1,000,000 unless another amount is specified below and shows approval by LOCAL AGENCY Staff.
- D. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

LOCAL AGENCY 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 LOCAL AGENCY, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if LOCAL AGENCY, or its officers, agents, employees, and servants have other insurance against a 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 LOCAL AGENCY Chairperson, at his/her 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.

ARTICLE XVII. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XVIII. CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XIX. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XX. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXI. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXII. OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY'S sole risk.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXIII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

ARTICLE XXIV. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV. RETENTION OF FUNDS

- C. No retainage will be held by the LOCAL AGENCY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) calendar days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR §26.29) requires that any

delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXVI. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Susy Kalkin

Notices required to be given to Consultant shall be addressed as follows:

PLACEWORKS
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709
Attention: Greg Goodfellow

ARTICLE XXVII. CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXVIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

By _____
Bruce Brubaker
Placeworks Associate Principal

Date

City/County Association of Governments of San Mateo County (C/CAG)

By _____
Maryann Moise Derwin
C/CAG Chair

Date

C/CAG Legal Counsel

By _____
Matthew J. Sanders, C/CAG Counsel

ATTACHMENTS

1. Proposal for Services, including [Exhibit 10-01: Consultant Proposal DBE Commitment](#) and Excerpt from January 7, 2019 Request For Proposal - Draft Scope of Work
2. Cost Proposal
3. Project Schedule



PROPOSAL FOR SERVICES | JANUARY 30, 2019

San Mateo County Community Based Transportation Plan Updates

City/County Association of Governments of San Mateo County

Submitted By:

PlaceWorks

1625 Shattuck Avenue, Suite 300
Berkeley, California 94709
510.848.3815

In Association With:

Accent on Languages

TABLE OF CONTENTS

1. TRANSMITTAL LETTER	1
2. PROJECT UNDERSTANDING	3
3. FIRM QUALIFICATIONS AND EXPERIENCE	9
4. STAFF QUALIFICATIONS AND EXPERIENCE	19
5. PROJECT MANAGEMENT	21
6. REFERENCES	23

Cost Proposal submitted in a separate sealed envelope



January 30, 2019

Ms. Susy Kalkin, Transportation Program Specialist
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, California 94063

Re: Proposal to Prepare Community Based Transportation Plan Updates

Dear Ms. Kalkin:

Please accept our proposal as PlaceWorks' statement of qualifications to prepare Community Based Transportation Plan (CBTP) Updates for the City/County Association of Governments of San Mateo County (C/CAG). PlaceWorks is very excited to have the opportunity to work with C/CAG and local partners Daly City, East Palo Alto, Menlo Park, Redwood City, and the County of San Mateo on these important planning efforts.

PlaceWorks and our team member Accent on Languages offers the professional expertise and relevant experience necessary to successfully complete the CBTP Updates. We believe that the combined skill sets of our team will result in a highly collaborative process and will offer C/CAG community-driven solutions that meet the needs of transit users and that are feasible to implement.

For this project, the roles of our team will be as follows:

- **PlaceWorks** will lead the team and be in charge of stakeholder involvement, technical advisory committee coordination, public participation, and overall project prioritization. PlaceWorks has led the planning process, development and approval of five CBTPs in the nine county Bay Area. From bicycle and pedestrian master plans to transit feasibility studies to multi-use trails and complete streets plans, PlaceWorks has experience in strengthening active transportation networks that are integrated and accessible for all users.
- **Accent on Languages** will assist in facilitating public outreach events to gather community input and prioritize recommendations for each of the two Community-Based Transportation Plans. Accent on Languages is a renowned language service provider with over 25 years of experience providing translation in 120 languages, including American Sign Language. They have provided services to numerous public entities, including Bay Area Rapid



Transit, US Attorney's Office in San Francisco, and Alameda County Social Services, among others.

We estimate that PlaceWorks will be responsible for about 93 percent and Accent on Languages for about 7 percent of the work.

As Associate Principal, it is within my power to bind PlaceWorks to this agreement. I will be your contact during the proposal process, and can attest that all information within this proposal is true, correct, and will be valid for 180 calendar days.

We will conduct all work for C/CAG out of our Berkeley office. We have included a list of previously terminated contracts in the appendix at the end of this SOQ. Should you need any additional information, please do not hesitate to contact me.

Sincerely,
PLACEWORKS

A handwritten signature in blue ink, appearing to read "Bruce Brubaker", with a long horizontal flourish extending to the right.

Bruce Brubaker, LEED AP
Associate Principal
510-848-3815 x3351
bbrubaker@placeworks.com

2. PROJECT UNDERSTANDING

The Community Based Transportation Plan (CBTP) Updates program will be a collaborative planning process to involve residents of low-income and minority communities to determine transportation needs and set priorities for improvements. Each CBTP involves significant stakeholder and community input. In the case of the subject Request for Proposals (RFP), the City/County Association of Governments of San Mateo County (C/CAG) seeks updates to two existing CBTP programs, East Palo Alto and Bayshore.

The PlaceWorks team brings a number of strengths to the project that will lead to a successful plan, including:

- **Inclusive and Collaborative Outreach.** PlaceWorks' work throughout the Bay Area has earned our firm an excellent reputation for working with a range of stakeholders.
- **Community-Based Transportation Planning.** PlaceWorks has completed a number of CBTP's, each of which engaged local decision-makers, nonprofit groups, and community-based organizations for outreach, workshops, and stakeholder meetings for both project definition and project prioritization.
- **Local Experience.** The PlaceWorks team has recent, meaningful experience working in San Mateo County and in or near the Bayshore and East Palo Alto Community of Concern areas, as described in greater detail in the following text.
- **Successful Implementation.** One of the most important goals of the CBTP Updates process is to develop a plan that can be implemented in the short and long term. Our real world experience with planning and implementing transportation improvements will ensure that lessons learned from similar projects will be incorporated into the CBTP Updates, resulting in feasible recommendations to C/CAG.

UNDERSTANDING OF PROJECT PURPOSE AND OBJECTIVES

PlaceWorks has led several CBTP programs, including the East Oakland CBTP, Berkeley CBTP, City of Alameda CBTP, Napa County CBTP, and the Roseland CBTP. We are currently working on the Pittsburg-Bay Point CBTP and the Richmond Area CBTP, both for the Contra Costa Transportation Authority. We understand that poor and underserved community members are sometimes the ones who have the most limited transportation options. We have learned through our work on multiple CBTPs that sometimes small improvements can have a large impact. For example, a new crosswalk at a school or a new bus stop location near a hospital can have positive impacts for a community. Our goal for the East Palo Alto and Bayshore CBTPs will be to listen carefully to community members and stakeholders to determine which transportation improvements are needed, sort them into categories of cost and feasibility, and return to the community with this data to have them guide us in prioritizing the most important measures.

Helping us in this effort will be a Steering Committee and a Technical Working Group. The Steering Committee will consist of representatives from County Planning and Health departments, SamTrans, and local Community Based Organizations, who will help guide us to set goals for the updates and reach out to underserved community members located in the Communities of Concern areas.

The Technical Working Group will consist of staff from cities within or near the subject areas, as well as San Mateo County, MTC, and C/CAG. They will review deliverables and provide guidance regarding the process and the Plan components.

One key aspect of the work of the Steering Committee and Technical Working Group will be to determine the best way to address the Community of Concern areas that have expanded beyond the boundary of the existing CBTP plans. PlaceWorks will facilitate a discussion with these committees to collaboratively set the new study area boundaries as well as determine the most effective way to reach out and bring input from each part of the study areas.

EXPERIENCE AND INNOVATION IN COMMUNITY OUTREACH

PlaceWorks believes the success of a project will depend on successful community engagement. PlaceWorks ensures this by working with clients to create a solid community engagement plan that will guide engagement efforts throughout the process. We strive for a public participation process that develops community leaders and stronger community relationships. We have the tools and lessons learned to support a plan's implementation after the completion of the planning process.

We employ a variety of outreach tools, including partnering with local organizations, to ensure that all segments of the population are invited to participate in the process. We have worked for many regional agencies in the Bay Area specifically to assist with outreach, issues identification, policy development, and outreach in disadvantaged areas. Our partner, Accent on Languages, Inc. (AOL), will ensure that we can seamlessly communicate with all community members in the diverse neighborhoods of San Mateo County to ensure broad and meaningful participation.

We believe that the appropriate roles and responsibilities for the community-based organization partners include assistance to the PlaceWorks team in convening focus groups, assistance in administration of intercept surveys, and potential data entry of survey data. Our team has conducted similar outreach partnerships with youth and homeless recovery organizations as part of previous CBTPs with good success.

A special emphasis of our team's work is educating the public about the relationships between transportation solutions, funding availability, agency roles and responsibilities, and project feasibility. We have conducted workshops on these topics in every Bay Area county. This history of successful projects throughout the region has made PlaceWorks a leader in public education and consensus building on transportation and land use projects.

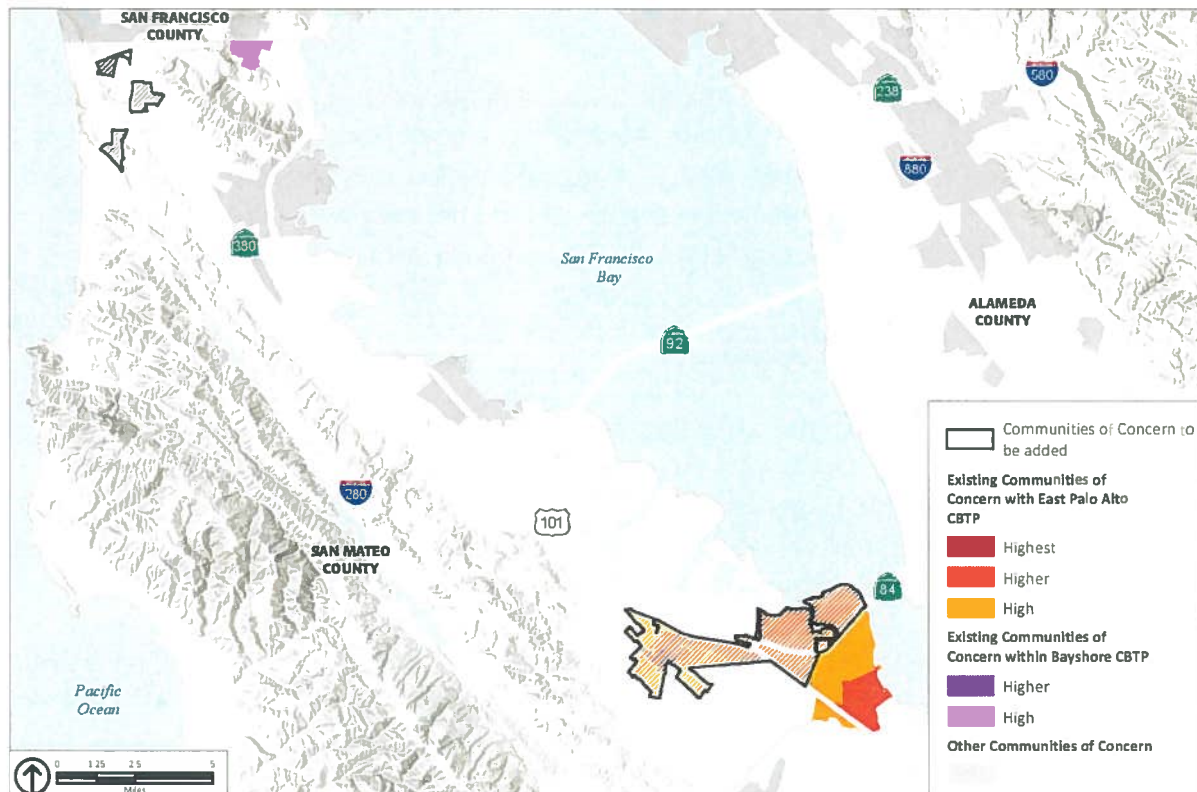
FAMILIARITY WITH THE PROJECT AREA AND LOCAL ISSUES

PlaceWorks has completed numerous projects in San Mateo County. Some examples in areas close to the East Palo Alto and Bayshore study areas include housing feasibility studies for South San Francisco, the San Bruno Zoning Code Update, several environmental review projects in Colma, the Ravenswood/Four Corners Specific Plan in East Palo Alto, the ConnectMenlo General Plan Update, the San Mateo Housing and Environment Primer for the County, and the Menlo Park Housing Element. We also recently completed outreach for the US 101/280 Express Bus Feasibility Study for SamTrans.

PlaceWorks is aware of several key transportation-related issues in the areas covered under the CBTP Updates. East Palo Alto is largely a low-income community whose households rely on walking and bicycling to move around. Identifying and improving key pedestrian routes to ensure safety and continuous path of travel throughout the city to key destinations, such as medical facilities, is a primary concern, along with expansion of bicycle facilities. A significant portion of households in East Palo Alto do not have access to a car, which further stresses the need to ensure a strong, non-motorized transportation network. East Palo Alto residents who travel to other communities for employment rely heavily on buses and shuttles to get to work. Therefore, ensuring safe and clear access to existing bus stops, as well as identifying improvements to the bus network, will be important to this community. Similar issues will need to be addressed for neighborhoods in Menlo Park and Redwood City, especially for physically isolated areas that

PLACEWORKS

COMMUNITY BASED TRANSPORTATION PLANS FOR C/CAG OF SAN MATEO COUNTY



Source: Metropolitan Transportation Commission, 2018; PlaceWorks 2019.

2018 Communities of Concern for Updated Bayshore and East Palo Alto CBTPs

need safe and adequate access across and around existing major thoroughfares such as US 101, El Camino Real, and Woodside Road. Improving access to the Redwood City Caltrain Station will be a key issue.

Many households within the Bayshore neighborhood also do not have access to a car but are in proximity to regional public transit lines, therefore prioritizing non-motorized transportation and access to these key destinations is critical for this community. Primary concerns would include improving pedestrian and bicycle access to the Bayshore Caltrain station and exploring strategies for strengthening the connection to Daly City BART. Neighborhoods in Daly City that will be added to the Bayshore CBTP currently experience pedestrian and bicycle isolation from regional transit lines due to existing major arterials and Interstation 280. Improving connections across these streets and highways to key destinations in Daly City will be crucial here.

EXPERIENCE IN TRANSPORTATION PLANNING

PlaceWorks will use the information gleaned from the existing conditions evaluation, needs assessment, and public outreach to develop a list of strategies that could be applied to address the transportation challenges identified by community members. The strategies will reflect the latest transportation technology and policy options, which have changed significantly since the last CBTPs were completed. For example, PlaceWorks is exploring the use of ride-hailing services (Uber or Lyft) to supplement traditional fixed-route service and/or to solve the first-and-last mile problem in getting travelers to and from rail stations. This could be an important strategy to consider in some of the CBTP Updates areas.

PlaceWorks also has expertise with streetscape improvements and creating safe environments for active transportation modes and options. We have developed planning and design solutions for multiple, high-traffic corridors where pedestrian and bicycle safety is a key issue. We would bring this expertise to the CBTP Updates process to identify the necessary improvements for ensuring maximum mobility for all segments of the community within the project areas.

APPROACH TO SERVICES

The PlaceWorks team will manage the development of the CBTP Updates in order to meet proposed timelines and budgets as well as to effectively engage the community, key stakeholders, and implementing agencies. The core project management building blocks of our approach include clearly defined roles for community-based organization partners, strategically scheduled outreach meetings, and direct involvement of implementation agencies.

PlaceWorks understands and agrees with the scope of services and deliverables outlined in the RFP. Some additions or changes we recommend given our experience working on CBTPs are as follows:

- In the first Steering Committee meeting, PlaceWorks' Project Management Team will present thorough discussions and refine the project scope and schedule into a concise scope that emphasizes key components of our approach to the project.
- The evaluation of recommended strategies will be a two-phase process. The first phase will screen the strategies to identify those that meet basic cost and benefit expectations. The second phase will focus on the feasibility of implementation. It will be important to develop a set of criteria that are responsive to the community's input while also being effective at capturing the relative differences between varying types of potential investments. PlaceWorks will develop cost estimates for and evaluate the benefits of a wide range of potential improvements that are identified through the CBTP Updates process. These evaluations will be communicated in formats that are both visually compelling and readily understandable.

These additions or changes are included in the scope of work covered by our cost estimate, shown in a separately sealed envelope.

3. FIRM QUALIFICATIONS AND EXPERIENCE

PlaceWorks is well qualified to assist C/CAG in preparing the San Mateo County Community Based Transportation Plan (CBTP) Updates. We have recent experience working on similar CBTP's with the Contra Costa Transportation Authority (CCTA), and we've worked with and alongside numerous cities within San Mateo County.

Our submittal provides an overview of PlaceWorks' qualifications and relevant experience as well as qualifications for our subconsultant AOL.

PlaceWorks is one of the West's preeminent planning and design firms, with approximately 140 employees in seven offices. Formerly known as The Planning Center|DC&E, PlaceWorks' history dates back over 40 years. The Planning Center, established in 1975, was created with the intent to integrate individual design disciplines and work efforts into a greater whole. Similarly, Design, Community & Environment (DC&E) was founded over 20 years ago to offer high-quality, personalized, and comprehensive planning, design, and environmental review services. In 2011, these two highly respected planning and design firms merged, forming a company with an expanded set of disciplines and strengths.

PlaceWorks serves both public- and private-sector clients throughout California in a variety of fields, including community-based transportation planning, community outreach, comprehensive planning, environmental review, urban design, landscape architecture, and Geographic Information Systems (GIS). Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

PlaceWorks is all about places and how they work functionally, geographically, environmentally, aesthetically, and culturally. We are passionate about how we work with our clients. We bring together people from diverse practice areas, offering best-in-class capabilities and connectivity. Just as each place is distinctly different, so is our thinking and project approach.

For the **CBTP Updates**, PlaceWorks will oversee all aspects of the project to ensure its successful and timely completion, on budget.

ACCENT ON LANGUAGES, INC.

AOL is a U.S. Small Business (SB), an Economically Disadvantaged Woman-Owned Small Business (EDWOSB), a Women-Owned & Disadvantaged Business (WBE-DBE) with the State of California, and a Certified Small Local Emerging Business (SLEB) with the County of Alameda.. AOL is a corporate member of the American Translators Association (ATA) and the Northern California Translators Association (NCTA) and subscribes to the ATA Code of Professional Conduct and Business Practices. The company is also a member of the California Health Interpreters

Association (CHIA), and the Registry of Interpreters for the Deaf (RID) and subscribes to their good practices recommendations.

Ms. Francine Kuipers is the founder and CEO of AOL. She is a linguist and an educator with more than 30 years of experience providing comprehensive translation, localization, transcription and interpreting services (including American Sign Language) to local, federal, state, and business communities. Ms. Kuipers conducts workshops on translation, transcription and interpreting accredited by the Judicial Council of California. Under her leadership, AOL has established a solid reputation for ethical business practices among clients and colleagues. She is also the founder and CEO of the Berkeley Language Institute, a training center for interpreters and translators.

AOL has been providing linguistic support to US Federal Government agencies since 1997. In 2003, AOL was awarded a GSA Schedule 738 II Contract (GS-10F-0351N) and became eligible to provide linguistic services to the U.S. Federal Government under the GSA Schedule Program. Over the years, AOL has successfully handled all types of translation projects, from small assignments to highly specialized projects; the list of our federal clients includes the Department of Labor, Department of Agriculture, Immigration and Customs Enforcement (ICE), Federal Bureau of Investigation (FBI), US Attorney's Offices, and others. AOL is a small business with great capability; their database includes over 5,000 professional linguists in 120 languages, with 520 of those linguists holding a security clearance.

ORGANIZATION CHART

CITY/COUNCIL ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

Susy Kalkin, Transportation Program Specialist

PLACEWORKS

Project Management, Urban Design, Transportation Planning, Community Engagement

Bruce Brubaker, LEED AP, Associate Principal, Principal-in-Charge

Greg Goodfellow, Senior Associate, Project Manager

Mike Nilsson, AICP, CIP, Advisor

Cliff Lau, Urban Design

Torina Wilson, Planner

ACCENT ON LANGUAGES

Community Engagement, Translation Services

Francine Kuipers, CEO and owner

RELEVANT PROJECTS

The following project experience highlights our understanding of the services needed for your CBTP Updates.



Community Based Transportation Plans

Contra Costa Transportation Authority

PlaceWorks was selected as one of four consultant firms qualified to provide as-needed services for CCTA to prepare CBTPs for the cities of Concord, Martinez, Richmond, and unincorporated West Pittsburg/Bay Point, located in Contra Costa County. PlaceWorks will work directly with each local jurisdiction to develop the CBTPs, with CCTA serving as contract manager and fiscal agent. The CBTP program is a collaborative process involving residents of low-income and minority communities, community-based organizations that provide services within these areas,

transit operators, county congestion management agencies (CMAs), and MTC. The agencies that actively participate will vary depending upon their level of interest and the individual communities involved. Each planning process involves a significant community outreach component to engage the direct participation of residents. Potential scope of work tasks includes transportation planning; design and analysis; land use and urban design; evaluation of existing and future transit services; understanding of low-income household travel characteristics; economic analysis of proposed new transportation services, including but not limited to fare-box recovery analysis; environmental assessment; and community outreach. Final CBTP's will include locally identified transportation needs, as well as solutions to address them. Solutions may include expanding fixed-route transit or other transportation services such as shuttles, bicycle options or auto-oriented alternatives. In some cases, new capital improvements such as bus stops, pedestrian improvements or other enhanced amenities may be identified.

City of Alameda Community Based Transportation Plan

Alameda County Congestion Management Agency

PlaceWorks led a consultant team in preparing a plan for multi-modal transportation improvements to better serve youth, seniors, and low-income people in and around the City of Alameda. With the assistance of city staff and locally-based non-profit agencies, PlaceWorks provided outreach and education to the community, with the aim of identifying gaps in transit service and pedestrian and bicycle connectivity. A particular focus of outreach was for seniors and youth, so the consultant team visited senior centers and schools to identify transportation problems and



propose solutions. The Plan was approved by the Transportation Commission, serving as a road map for funding transit and other transportation improvements.

South and West Berkeley Community Based Transportation Plan

Alameda County Congestion Management Agency

PlaceWorks led a consultant team in preparing a plan for transportation improvements to serve transit-dependent communities in South and West Berkeley including youth, seniors, disabled persons, and low-income families. With the assistance of local organizations, PlaceWorks completed outreach and education to the community with the aim of identifying gaps in transit service and other neighborhood transportation needs. The team then developed a comprehensive plan to eliminate service gaps and address other transportation issues at minimal cost. The plan resulted in prioritized transportation solutions, and identified funding sources and strategies for implementing the solutions. The Alameda County Congestion Management Agency, AC Transit, the City of Berkeley, and other agencies are using the results of the Plan to apply for regional transportation funds.



Napa Community-Based Transportation Plan

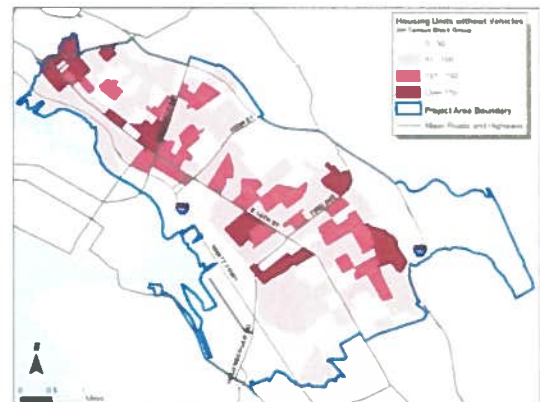
Napa County Transportation Planning Agency

PlaceWorks led a consultant team in preparing a plan for transit improvements to serve low-income people in and around the City of Napa. With the assistance of two locally-based non-profit agencies, PlaceWorks completed outreach and education to the community with the aim of identifying gaps in transit service, with meetings and data gathering conducted in both English and Spanish. The team then developed a comprehensive plan to eliminate service gaps at minimal cost. The plan resulted in eight high priority transportation solutions, and identified funding sources and strategies for implementing those solutions. NCTPA is currently using results from the Plan to guide the agency's application for regional transportation funds.

East Oakland Community-Based Transportation Plan

Alameda County Congestion Management Agency

PlaceWorks led a consultant team to plan for transportation improvements to serve low-income people in East Oakland. With the assistance of community-based organizations, PlaceWorks completed multi-lingual outreach and education in the East Oakland community, with the aim of identifying transportation gaps. The resulting plan prioritized transportation solutions with minimal cost, and it



identified funding sources and strategies for implementing these solutions using MTC Lifeline funds and other funding sources.

Roseland Community-Based Transportation Plan **Sonoma County Transportation Authority**

PlaceWorks prepared a CBTP for transit improvements to serve the low-income community in Roseland, an island of unincorporated Sonoma County that is surrounded by the City of Santa Rosa. With the assistance of local agencies and stakeholders, PlaceWorks completed outreach and education to the Roseland community with the aim of identifying gaps in transit service through meetings and data gathering conducted in both English and Spanish.



PlaceWorks and its subconsultant, Nelson\Nygaard, developed a comprehensive plan to eliminate service gaps at minimal cost. The CBTP prioritizes transportation solutions and identified funding sources and strategies for implementing the solutions.

Ongoing Planning Services

Contra Costa Transportation Authority

PlaceWorks is providing a range of communication, coordination, and technical services to support CCTA’s mission to maintain a balanced and efficient transportation system throughout Contra Costa County. PlaceWorks provided critical outreach, website design and other technical assistance to bring the 2017 Countywide Transportation Plan to approval. PlaceWorks is continuing to work with CCTA to expedite implementation of the Plan’s key capital projects. PlaceWorks is also assisting CCTA as liaison to partner agencies, municipalities, and interested parties to identify leveraging opportunities to fund a wide range of transportation improvements and to ensure community input to refine those projects.

Newman Non-Motorized Transportation Plan **City of Newman**

As part of the Stanislaus County Regional Sustainability Toolbox (RST), funded by the California Strategic Growth Council, PlaceWorks worked closely with the City of Newman to create a Non-Motorized Transportation Plan (NMTP). The goals of the NMTP were to improve community health by encouraging walking and bicycling, and to reduce environmental impacts by minimizing the community’s reliance on motorized transportation. PlaceWorks combined a GIS analysis with a participatory planning effort to identify gaps in the bicycle and pedestrian networks and to assess the community’s needs. In addition to developing new pedestrian and bicycle routes and establishing a comprehensive non-motorized network, the NMTP prioritized key infrastructure



projects, included design standards, and identified potential funding options. As part of the RST, the NMTP will serve as a model plan for use by other regional jurisdictions. The Plan was adopted by the City of Newman in May of 2013 and received the 2014 Award for Outstanding Planning in the Transportation Planning Category for the Central Section of the American Planning Association, California Chapter.

Consultant Support for Public Outreach and Polling in Support of the 2014 Countywide Comprehensive Transportation Plan

Contra Costa Transportation Authority

As a subconsultant to Gray Bowen Scott, PlaceWorks (in 2004 and 2016) served as part of a consultant team that performed strategic planning, polling, and public outreach services for CCTA in its efforts to pass Measures J and X, extensions and augmentations of the previously existing Measure C ½-cent sales tax that funds transportation projects in Contra Costa County. In 2004, PlaceWorks led an extensive public participation and outreach campaign, including a series of workshops and public meetings to educate the public and local staff about transportation needs, land use planning challenges, and Measure J and related reauthorization efforts. PlaceWorks also facilitated meetings with CCTA staff and an Advisory Committee to identify key issues and evaluate relative effectiveness of growth management activities. Measure J passed in November 2004 with over 70.5 percent of the vote. In 2016, when Measure X received 63.45 percent of the vote but failed to garner the required 2/3 majority, PlaceWorks had a more limited role in facilitating a working group that completed the first steps in developing the Transportation Expenditure Plan (TEP).



SamTrans 101 Express Bus Plan

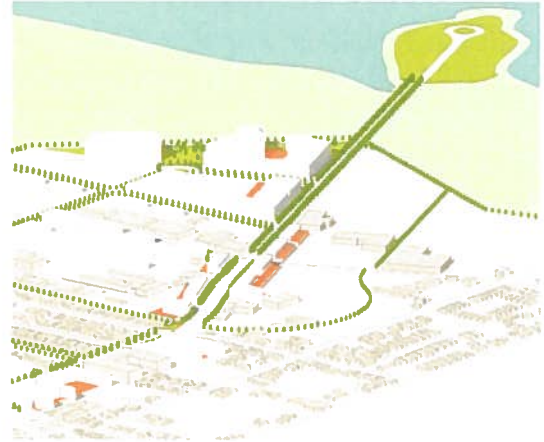
San Mateo County Transit District

As a subconsultant to CDM Smith, PlaceWorks is leading the outreach efforts for SamTrans as the agency explores a potential new express bus service along the congested Highway 101 Corridor in Santa Clara and San Mateo Counties and San Francisco. PlaceWorks is supporting SamTrans by preparing a public outreach plan to engage a wide variety of stakeholders, as well as organizing and facilitating a series of community engagement events along the future route, working in concert with advocacy organizations to ensure that underrepresented communities are included. PlaceWorks will also collate the public input into concrete recommendations for the ultimate configuration of the 101 express bus service.



Ravenswood/Four Corners Zoning Regulations City of East Palo Alto

PlaceWorks prepared a Specific Plan and EIR for a 350-acre area of East Palo Alto adjacent to San Francisco Bay. The Specific Plan examined the area's potential to accommodate a station on the future Dumbarton Rail line, which will provide commuter rail service linking Caltrain, the Altamont Express commuter train, Amtrak's Capitol Corridor passenger train, and BART. Included in this Specific Plan are zoning regulations to guide implementation of the Specific Plan's vision in the years to come. These regulations specify basic physical requirements of new development including building placement, building form, site access, and parking. In addition to encouraging transit-oriented development (TOD) near the potential rail station, the Specific Plan and its zoning regulations will provide strategies for revitalizing the Ravenswood Business District, an underutilized industrial area with the potential to provide new employment opportunities for workers in East Palo Alto and the greater Bay Area.



ConnectMenlo General Plan and M-2 Area Zoning Update

City of Menlo Park

PlaceWorks led a two-year effort with a multi-disciplinary team to update the Land Use and Circulation Elements of the General Plan, and to create new zoning regulations and high-quality design standards for the rapidly developing innovation hub around Facebook headquarters.



ConnectMenlo balances new office development with housing and the direct provision of real community amenities such as a grocery store and pedestrian/bicycle safety improvements in the Belle Haven neighborhood between US Highway 101 and the San Francisco Bay. Other community benefits include alternative transportation to alleviate severe traffic congestion and reduced vehicle-miles traveled as well as increased affordable and market-rate housing to support the adjacent neighborhoods and the increasing workforce. ConnectMenlo was achieved on an accelerated schedule in order to enact solutions in the face of a skyrocketing rate of development. The project included an innovative suite of public participation components, including area tours, a mobile app, educational symposia, and focus groups. The final products, including the new zoning ordinance sections, are easy to understand and administer and were well received by Belle Haven residents and the environmental and development communities as fair and appropriate.

San Mateo County Transportation Projects

- **South San Francisco BART Station Master Plan** for the San Mateo County Transit District
- **Hillsdale Station Area Plan** for the City of San Mateo
- **General Plan Update** for the City of San Mateo
- **Dumbarton Rail Corridor DEIS and Phase 2 Planning Services** for SamTrans
- **North Burlingame/Rollins Road Specific Plan and EIR** for the City of Burlingame
- **Millbrae Station Area Specific Plan and Environmental Review** for the City of Millbrae
- **Millbrae General Plan Circulation Element Update** for the City of Millbrae
- **Pacifica Bicycle Plan** for the City of Pacifica
- **Zoning Code Update** for the City of San Bruno
- **San Carlos General Plan Update and EIR** for the City of San Carlos
- **East of 101 Area Plan, City of South San Francisco** for the City of South San Francisco
- **South San Francisco BART Station Master Plan** for the San Mateo County Transit District
- **CarMax Project Transportation Impact Assessment** for the Town of Colma
- **Hillsborough General Plan Update** for the Town of Hillsborough

4. STAFF QUALIFICATIONS AND EXPERIENCE

EXPERIENCE AND ABILITY OF CONSULTANT TEAM

PlaceWorks has assembled a highly qualified team to complete the CBTP Updates for C/CAG. This chapter provides an overview of the experience of key personnel assigned to this project. Resumes are included in the appendix at the end of this proposal. We will not remove or replace any staff members without the prior written concurrence of C/CAG.

The PlaceWorks team has sufficient staff resources and the capability to perform the work required for the project as described in the scope of work. With a staff of approximately 140 employees and six office locations throughout California, PlaceWorks is able to complete the work efficiently, effectively, and within budget.

Key Personnel

Bruce Brubaker, LEED AP, Associate Principal, Principal-in-Charge. Bruce will ensure that all products are produced on-time and on-budget, and will meet the highest quality standards. Additionally, he will be available to facilitate public workshops and critical meetings throughout the process. He has spent over 25 years shepherding urban design and architecture projects from conceptual design through construction for public, private, and commercial projects. His work has ranged in scale from regional blueprint plans to detailed multimodal street design projects. Bruce is especially interested in CBTPs, specific plans, neighborhood plans, station area plans, and downtown plans. He brings his understanding of the very small and the very big to the careful, complicated work of developing visions that generate excitement while being feasible in the real world. Bruce is an accomplished practitioner of the principles of Crime Prevention Through Environmental Design (CPTED), and applies sustainable design principles, such as energy efficiency, renewable and recycled materials, and healthy building to projects to his project work. He is a highly collaborative facilitator and has successfully forged consensus amongst a variety of participants in numerous workshop settings.

Greg Goodfellow, Senior Associate, Project Manager. Greg will handle the day-to-day management of the project. He is a valuable asset on any team and provides exceptional service to all his clients and has worked in both the public and private sectors. He has written about infill development in industry journals and draws on a decade of planning experience to tackle problems in an innovative and efficient manner. His career at PlaceWorks has focused on developing transit-oriented land use policy and general plans, coordinating CEQA review and researching CEQA practice, and guiding public outreach. His experience includes managing the *Dumbarton Rail Draft EIS*, centered on the development of station area concept plans and coordination of outreach to key stakeholders, as well as the *BART to Livermore Extension Program EIR*, for which he assessed transit-oriented development potential around station sites and led formal and informal outreach events.

Mike Nilsson, AICP, CTP, Senior Advisor. Mike understands how to link land use, environmental, and mobility policies to create high-quality sustainable environments. His 15 years of public- and private-sector experience covers community-based transportation planning, urban and mobility planning, policy and outreach, CEQA/NEPA environmental review, and project funding and implementation. Working with transportation agencies, regional and municipal government agencies, private developers, nonprofit organizations, and advocacy organizations, he has guided a diverse array of complex, innovative projects from vision to reality, including transportation plans, pedestrian plans, complete and green-street projects, and cap parks. He has participated in the successful adoption of community-based transportation plans, parking management plans, zoning ordinances, and transportation infrastructure projects, many of which have received awards from the American Planning Association, Southern California Association of Governments, and the Westside Urban Forum. During his tenure as a mobility planner for the City of Glendale, Mike oversaw more than 30 miles of bicycle facilities and \$11 million in planning and infrastructure improvements to increase pedestrian and bicycle safety. He helped the community realize its vision for a vibrant, walkable downtown and transit-oriented development around the Metrolink/Amtrak station.

Cliff Lau, Urban Design. Cliff has a diverse range of experience in the areas of urban design, transportation and community planning, and community engagement. He focuses on planning and design oriented towards underserved communities, the environment, public health, and the public realm. Cliff possesses a valuable skillset of bringing high-quality coordination and design to his projects. His technical skills include graphic design, illustration and hand drawing, and GIS mapping. He has produced planning documents, design visualizations, maps, and design guidelines to envision community development projects and Specific Plans. He is committed to creating clear, accessible, and high-quality products to support project success.

Torina Wilson, Planner. Torina works on a variety of public and private sector projects in support of the PlaceWorks planning and environmental teams. She started her career working as a Transportation Planning Intern at the Transportation Authority of Marin, where she helped facilitate outreach efforts for the City of Novato Community Based Transportation Plan. She attended Cal Poly San Luis Obispo to pursue her passion for city and regional planning, participated in several professional planning clubs, and spent her free time working as an intern for the City of Atascadero. Torina plans to hone her professional skills by working on diverse, complicated, and hot-topic planning projects in the Bay Area and beyond.

5. PROJECT MANAGEMENT

Over years of managing complex projects with multiple stakeholders, PlaceWorks has developed effective strategies for guaranteeing that our work products are of the highest quality, are completed within the agreed upon time frame, and are aligned with the established budget. We work with our clients to develop complete critical path schedules in the initial project stages and establish meeting and workshop dates as early as possible to allow everyone involved to monitor the project's progress. We schedule dates for written deliverables in order to allow adequate time for internal review for consistency, style, and completeness, and to ensure that each product we give our clients is of the highest quality. PlaceWorks maintains constant communication with our clients and subconsultants and we document decisions in writing to make certain they are clearly understood by all team members. Our proven track record in efficient project management is especially valuable for projects with critical timelines.

PlaceWorks maintains an internal workload management database whereby we carefully balance our workload to ensure that adequate staff, time, and resources are available to complete all projects. At the end of each week, we have a meeting to forecast hours by team members for the following week to ensure every project will be adequately staffed. In advance of that meeting, project managers fill in their anticipated staff needs for each of their projects. During the meeting the database is projected for all to review and discuss, and hours are adjusted to ensure full staff coverage for each project. By the end of the meeting, every team member understands exactly what his/her assignments are and how many hours are allotted for the week. This assists project managers not only with scheduling, but also with project budget management.

PlaceWorks utilizes Deltek management and accounting software. Deltek allows each project manager to input staffing requirements at the level of detail required. For example, projected work can be input at the weekly level for short-term planning (e.g., 2–3 months) and at monthly requirements (hours/week for the month) for the project duration. This allows us to manage workload to ensure that appropriate level staff is available and working on project tasks. The Deltek system also projects the cost for each task based on the staffing plans. Any change to hours is automatically reflected in the budget information. Most importantly, Deltek facilitates “real time” budget status information. Based on weekly entry of time, the project manager can provide the budget status by the level of detail entered for the project (typically for milestone tasks at a minimum). If required, daily time entry and information can be facilitated by Deltek.

6. REFERENCES

We have provided references from clients who can attest to the quality of our work. We encourage you to contact them to find out more about the excellent work we do.

Project: Menlo Park General Plan Update and M-2 Area Zoning Update

Contact: **Deanna Chow**, Assistant Community Development Director, City of Menlo Park, Planning Division, 701 Laurel St., Menlo Park, CA 94025 | 650.330.6733 | dmchow@menlopark.org

Key Staff: Bruce Brubaker (Managed the Urban Design and Development Code Updates), Cliff Lau (Urban Design)

Time Frame: July 2015 – June 2017

Budget: \$1.7M

Description: PlaceWorks led a two-year effort with a multi-disciplinary team to update the Land Use and Circulation Elements of the General Plan, and to create new zoning regulations and high-quality design standards for the rapidly developing innovation hub around the Facebook headquarters.

Project: Downtown Station Area Specific Plan Zoning Amendment and EIR Addendum

Contact: **Adena Friedman**, Senior Planner, City of South San Francisco, 400 Grand Ave., South San Francisco, CA 94080 | 650.877.8535 | adena.friedman@ssf.net

Key Staff: Bruce Brubaker (Principal-in-Charge)

Time Frame: October 2017 – March 2018

Budget: \$39K

Description: PlaceWorks updated zoning in select area around transit to provide transit oriented development opportunities and prepared an Addendum to the EIR for the Downtown Station Area Specific Plan.

Project: I-80/Gilman Street Interchange Improvement Project

Contact: **Carie S. Montero**, MA, RPA, Senior Project Manager-Environmental Practice Lead – Infrastructure, 555 12th St., Suite 1850 Oakland, CA 94607 | 510.907.2163 | carie.montero@parsons.com

Key Staff: Greg Goodfellow (Project Manager)

Time Frame: October 2015 – Ongoing


Budget: \$325K

Description: As a subconsultant to Parsons, PlaceWorks is assisting Caltrans and the City of Berkeley to improve safety and traffic operations at one of the most complex on-ramp/intersection sites in the Bay Area.

REQUIRED FORMS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City/County Association of Governments of Sar 2. Contract DBE Goal: 4%
 3. Project Description: San Mateo County Community Based Transportation Plan (CBTP) Updates
 4. Project Location: San Mateo County, California
 5. Consultant's Name: PlaceWorks 6. Prime Certified DBE:


7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Accent on Languages, Translation Services	38661	Francine Kuipers, 510-655-9469, info@accentonlanguages.com	4
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	4 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 20. Local Agency Representative's Signature	_____ 21. Date	 _____ 12. Preparer's Signature	Jan. 29, 2019 _____ 13. Date
_____ 22. Local Agency Representative's Name	_____ 23. Phone	Bruce Brubaker, LEED AP _____ 14. Preparer's Name	510-848-3815 _____ 15. Phone
_____ 24. Local Agency Representative's Title		Associate Principal _____ 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known			Congressional District, if known		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply)			14. Type of Payment (check all that apply)		
\$ <u>San Mateo Co</u> <input type="checkbox"/> actual <input type="checkbox"/> planned			<input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
13. Form of Payment (check all that apply):					
<input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:					
(attach Continuation Sheet(s) if necessary)					
PlaceWorks does not have any lobbying activities.					
16. Continuation Sheet(s) attached:			Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u></u> Print Name: <u>Bruce Brubaker, LEED AP</u> Title: <u>Associate Principal</u> Telephone No.: <u>510-848-3815</u> Date: <u>01/29/2019</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ <u>San Mateo Co</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Accent on Languages does not have any lobbying activities.	
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u><i>Francine Kuipers</i></u> Print Name: <u>Francine Kuipers</u> Title: <u>CEO</u> Telephone No.: <u>510-655-9469</u> Date: <u>01/29/2019</u>	
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RESUMES



BRUCE BRUBAKER, LEED AP

Associate Principal

Bruce has spent over 25 years shepherding urban design and architecture projects from conceptual designs through construction for public, commercial, and residential projects. His work has ranged in scale from regional blueprint plans to detailed multimodal street design projects. He is very interested in the middle scale of station area plans, downtown plans, and neighborhood plans, and he brings his understanding of the very small and the very big to the careful, complicated work of developing visions that generate excitement while being feasible in the real world. Bruce is well known for innovative planning and design work on transit-oriented development projects in northern and southern California, and he is an accomplished practitioner of the principles of Crime Prevention Through Environmental Design (CPTED).

Bruce applies sustainable design principles to architectural projects that include energy efficiency, use of renewable and recycled materials, and healthy building principles. In addition, he is a highly collaborative facilitator and has successfully forged consensus in numerous public workshop settings. He is certified as a charrette planner by the National Charrette Institute and has led several projects incorporating multiday design charrettes for local and regional governments. Prior to joining PlaceWorks, Bruce was an associate with the architecture and urban design firm Lyndon/Buchanan Associates and had his own practice, Yellow Studio, focused on sustainable design.

HIGHLIGHTS OF EXPERIENCE

URBAN DESIGN - TOD PLANS

- » Millbrae Station Area Specific Plan, Millbrae CA
- » Ventura/Kings Canyon Corridor Revitalization Project, Fresno County CA
- » Gilroy High Speed Train Vision Plan, Gilroy CA
- » Bergamot Area Plan, Santa Monica CA
- » Fresno Southwest Specific Plan and Program EIR, Fresno CA
- » West Downtown Walnut Creek Specific Plan and EIR, Walnut Creek CA
- » Ravenswood/Four Corners Specific Plan and EIR, East Palo Alto CA
- » Hillsdale Station Area Plan, San Mateo CA
- » Upland Downtown Specific Plan, Upland CA
- » Southeast Greenway GPA, Rezoning, and EIR, Santa Rosa CA
- » Bay Fair BART Station Area Improvement Plan, San Leandro CA
- » Area Two Concept Plan, Newark CA
- » Santa Rosa Downtown Station Area Specific Plan, Santa Rosa CA

URBAN DESIGN - DOWNTOWN PLANS

- » Ceres Downtown Specific Plan and EIR, Ceres CA
- » West Broadway Urban Village Specific Plan, Seaside CA

URBAN DESIGN - NEIGHBORHOOD/AREA PLANS

- » San Antonio Precise Plan, Mountain View CA
- » Suisun City Development Feasibility Analysis, Suisun City CA
- » Kentfield College Avenue Vision Plan, Kentfield CA

EDUCATION

- » Master of Architecture, University of California, Berkeley
- » Residential Course, International Laboratory for Architecture and Urban Design, Siena, Italy
- » BS, Architecture, California Polytechnic State University, San Luis Obispo

REGISTRATIONS

- » California Registered Architect #C22756

CERTIFICATIONS

- » Leadership in Energy and Environmental Design Accredited Professional

AFFILIATIONS

- » US Green Building Council
- » Urban Land Institute
- » Congress for the New Urbanism

Team member since 2006



BRUCE BRUBAKER

Associate Principal

bbrubaker@placeworks.com

- » Point Arena Action Plan, Mendocino County CA
- » Southwest Chico Neighborhood Plan, Chico CA
- » California Avenue Master Plan, Fresno CA
- » Downtown Gilroy High-Speed Rail Station Area Plan, Gilroy CA
- » Laytonville Traffic Calming and Downtown Revitalization: Planning for a Livable Community, Mendocino County CA

URBAN DESIGN - SITE PLANS/STREETSCAPE/ARCHITECTURE

- » MTC West San Carlos Master Streetscape Plan, San Jose CA
- » Antelope Crossing Transformation Project, Citrus Heights CA
- » Calpella Community Design Project, Mendocino County CA
- » Waterman Gardens Master Planning, San Bernardino CA
- » Santa Rosa Avenue Corridor Plan, Santa Rosa CA
- » Onizuka AFS Redevelopment Plan, Sunnyvale CA
- » Davis Tools of Engagement/Concept Plans, Davis CA
- » Miraflores Housing Development Site Plan and EIR, Richmond CA
- » Integrated Site Development Plan, Petaluma CA
- » Downtown Infill Conceptual Building Designs, Lafayette CA
- » Marinwood Village Master Plan, San Rafael CA
- » Urban Farm Design Service, Treasure Island, San Francisco CA
- » Tenaya Lodge Expansion Permitting and Site Planning Services, Mariposa County CA

COMPREHENSIVE PLANS

- » Vacaville General Plan Update and EIR, Vacaville CA
- » Capitola General Plan Update and EIR, Capitola CA

TRANSPORTATION/BICYCLE PLANNING

- » Harrison Street Corridor Plan, Oakland CA
- » City of Alameda Community-Based Transportation Plan, Alameda CA
- » Regional Blueprint Planning Public Involvement and Outreach, Mendocino CA
- » Palm Springs Airport Shuttle Demonstration Project, Palm Springs CA

SPEAKING ENGAGEMENTS

- » "Not All TODs Are Alike," 2010 APACA State Conference, Carlsbad CA

AWARDS

- » 2011 Comprehensive Planning Award for a Small Jurisdiction, APACA Central Section, Ceres Downtown Specific Plan
- » 2010 SMART Ideas Competition Urban Design Award, AIA Redwood Empire Chapter and the Leadership Institute for Ecology and the Economy, Refarming Suburbia
- » 2010 Focused Issue Planning Award, APACA Northern California Section, Bay Fair BART Station Area Improvement Plan
- » 2008 Merit Award, APACA Northern California Section, Santa Rosa Downtown Station Area Specific Plan
- » 2008 Honor Award, APA California Chapter, California Avenue Master Plan
- » 2010 Residential Preservation Award, Berkeley Architectural Heritage Association, Hurtig House
- » 1990 Second Place, St. Vincent's/Silviera Design Competition
- » 1991 Honorable Mention, Vietnam Women's Memorial Competition
- » 1988 First Place Thomas Church Award, University of California, Berkeley

LEADERSHIP AND COMMUNITY

- » Trails for Richmond Action Committee, Vice Chairman



MICHAEL NILSSON, AICP CTP

Senior Associate, Active Transportation

Michael Nilsson understands how to link land use, environmental, and mobility policies to create high-quality sustainable environments. His 15 years of public- and private-sector experience cover urban/mobility planning, policy, and outreach; CEQA/NEPA environmental review; and project funding/implementation. Working with regional and municipal government agencies, private developers, nonprofit organizations, and advocacy organizations, he has guided a diverse array of complex, innovative projects from vision to reality, including cap parks, pedestrian plans, and complete-/green-street projects. He has participated in the successful adoption of parking management plans, zoning ordinances, and transportation infrastructure projects, many of which have received awards from the American Planning Association, Southern California Association of Governments, and the Westside Urban Forum.

During his tenure as a mobility planner for the City of Glendale, Michael oversaw more than 30 miles of bicycle facilities and \$11 million of planning and infrastructure improvements to increase pedestrian and bicycle safety. He helped the community realize its vision for a vibrant, walkable downtown and transit-oriented development around the Metrolink/Amtrak station.

HIGHLIGHTS OF EXPERIENCE

TRANSPORTATION PLANNING

- » Southwest Otay Mesa Specific Plan | San Diego CA
- » Lake Elsinore Active Transportation Plan | Lake Elsinore CA
- » Irwindale Active Transportation Plan | Irwindale CA
- » Active Transportation/Safe Routes to School Plan | Avenal CA
- » Regional Bicycle and Pedestrian Count Web Portal/Database Implementation Plan | San Francisco Bay Area CA
- » Bicycle and Pedestrian Master Plan | Los Gatos CA
- » Tejon Ranch Centennial Specific Plan | Gorman CA
- » Orange County Active Transportation Plan | Orange County CA
- » Countywide Trails Data Inventory | Los Angeles County CA
- » Transit to Parks Strategic Plan | Los Angeles County Metropolitan Transportation Authority

GRANT WRITING

- » Long Beach Caltrans Sustainable Communities Planning Grant Application for the City of Long Beach
- » Glendale Caltrans Sustainable Communities Planning Grant Application for the City of Glendale
- » US Department of Transportation's Smart City Challenge Grant | City of Long Beach CA
- » CA State Department of Parks' Youth Soccer Recreation Grant for City of South Gate | LA County Department of Public Health
- » CA State Department of Parks' Youth Soccer Recreation Grant for City of San Fernando | LA County Department of Public Health

ENVIRONMENTAL ANALYSIS

- » Morena Corridor Specific Plan EIR | San Diego CA

EDUCATION

- » BS, Urban and Regional Planning, California State Polytechnic University, Pomona

CERTIFICATIONS

- » AICP Certified Transportation Planner
- » American Institute of Certified Planners

AFFILIATIONS

- » American Planning Association

Team member since 2015



MICHAEL NILSSON

Senior Associate, Active Transportation
mnilsson@placeworks.com

PRIOR EXPERIENCE

BICYCLE, PEDESTRIAN, MOBILITY PLANNING

- » Citywide Safety Education Initiative | Glendale CA
- » Citywide Pedestrian Plan | Glendale CA
- » Harvard Street Green Streets Demonstration Project | Glendale CA
- » Tropico Center TOD Plan | Glendale CA
- » Circulation Element: Complete Streets Update | Glendale CA
- » Safe and Healthy Streets Plan | Glendale CA

COMMUNITY PLANNING

- » South Glendale Community Plan | Glendale CA
- » North Glendale Community Plan | Glendale CA
- » Montebello Hills Specific Plan | Montebello CA
- » East Orange Master-Planned Community | Orange CA

POLICY PLANNING

- » South Brand Preferential Parking District Ordinance | Glendale CA
- » Space 134 Freeway Cap Park Vision Plan | Glendale CA
- » Citywide Environmental Graphics Manual | Glendale CA
- » Downtown Specific Plan Parking Standards Ordinance | Glendale CA
- » Downtown Specific Plan Transportation Demand Management Ordinance | Glendale CA
- » Hillside Zoning Ordinance | Brea CA
- » East Orange General Plan Amendment | Orange CA

ENVIRONMENTAL ANALYSIS

- » Bicycle Transportation Plan | Glendale CA
- » Glendale Beeline Maintenance Facility | Glendale CA
- » Glendale Clean Energy Compressed Natural Gas Fueling Facility | Glendale CA
- » South Glendale Community Plan and EIR | Glendale CA

SPEAKING ENGAGEMENTS

- » "Tailoring Ridesource Innovations to Connect the First and Last Mile in Your City" | 2016 APA California State Conference | Pasadena CA
- » "Complete Streets," 2015 California League of Cities Planning Commissioner Training Academy | Newport Beach CA
- » "Summer in the City," 2014 APA-LA Tour of Downtown Glendale | Glendale CA
- » "The ABC's of Cap Parks," 2014 APA National Planning Conference | Atlanta GA
- » "Biketopia in Autopia," 2012 Pro Walk Pro Bike Conference | Long Beach CA
- » "Parking and Livable Communities," 2010 Rail-volution Conference | Portland OR
- » "Right Sizing Parking," 2010 Rail-volution Conference | Portland OR

AWARDS

- » 2018 Transportation Award of Excellence, APACA Central Section | Avenal Active Transportation and Safe Routes to School Plan
- » 2017 Project of the Year, American Public Works Assn., S. California Chapter | Glendale Harvard-Louise Green Streets
- » 2015 Implementation Award of Excellence, APA California Chapter & APACA Los Angeles Section | Glendale Downtown Specific Plan/Mobility Study
- » 2014 Urban Design Award of Merit, APACA Los Angeles Section | Glendale Space 134 Vision Plan
- » 2014 Transportation Award of Merit, APACA Los Angeles Section | Glendale Safe & Healthy Streets Plan
- » 2014 Public Outreach Award of Merit, APACA Los Angeles Section | South Glendale Community Plan
- » 2013 Honor, Master Planning, Westside Urban Forum | Space 134 Vision Plan
- » 2012 Compass Blueprint President's Award, SCAG | Safe & Healthy Streets Plan
- » 2012 Comprehensive Planning Award of Merit, APACA Los Angeles Section | North Glendale Community Plan



GREG GOODFELLOW

Senior Associate

Greg is a valuable asset on any team and provides exceptional service to all his clients. As an engineering industry editor and published author of non-fiction before joining PlaceWorks, Greg brings effective research and skilled communications to the planning process. He has worked in both the public and private sectors, written about infill development in industry journals, and draws on a decade of planning experience to tackle problems in an innovative and efficient manner.

Greg's career at PlaceWorks has focused on developing general plans, coordinating CEQA review and researching CEQA practice, developing transit-oriented land use policy, and guiding public outreach. He is currently developing a series of wide-ranging case studies to highlight the economic benefit of CEQA legislation. His Experience includes managing the Dumbarton Rail Draft EIS, centered on the development of station area concept plans and coordination of outreach to key stakeholders, as well as the BART to Livermore Extension Program EIR, for which he assessed TOD potential around station sites and led formal and informal outreach events. Greg has just completed efforts in two Bay Area cities to coordinate existing affordable housing policy with new standards established in 2017 housing law, including SB 35. Greg also managed the Smart Parking Training Program for MTC, for which he developed a comprehensive online parking survey of local jurisdictions in the Bay Area and led a series of multi-tiered parking reform training sessions.

Greg continues to hone his speaking and leadership skills on volunteer planning and community projects. He has instructed students as part of the Urban Land Institute's (ULI) UrbanPlan high school teaching program. He is currently a team planner for ConnectOakland, a group advocating for the transformation of Interstate 980 in Oakland into a multi-modal thoroughfare.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL REVIEW

- » Napa Valley Unified School District Measure H CEQA Review, Napa CA
- » 4840/4950 Mission Street Mixed Use EIR, San Francisco CA
- » Hayward Unified School District Master CEQA Services, Hayward CA
- » Tennyson High School CEQA Services, Hayward CA
- » Hayward High School CEQA Services, Hayward CA
- » Mount Eden High School CEQA Services, Hayward CA
- » San Mateo-Foster City Charter Square K-5 School CEQA Services, San Mateo CA
- » 2016 CEQA Economic Benefits Study
- » Civita Elementary School EIR Addendum, San Diego CA
- » BART to Livermore Program EIR, Bay Area Rapid Transit District (BART)
- » BART to Livermore Project EIR, Bay Area Rapid Transit District (BART)
- » Vallejo General Plan EIR, Vallejo CA
- » Vacaville General Plan Update EIR, Vacaville CA

COMPREHENSIVE PLANNING

- » City of Palo Alto General Plan Update and EIR, Palo Alto CA
- » Town of Los Gatos General Plan Update & EIR, Los Gatos CA
- » Eden Area General Plan and EIR, Alameda County CA
- » City of Capitola General Plan Update and EIR, Capitola CA

EDUCATION

- » Master of Urban Planning, University of California, Los Angeles
- » BA, Archaeology, University of California, Berkeley

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals
- » Urban Land Institute

Team member since 2008

- » Dupont Bridgehead Road Specific Plan, Oakley CA
- » Novato General Plan Update and EIR, Novato CA
- » Main Street Specific Plan, Alameda CA

TOD/INFILL PLANNING

- » Dumbarton Rail Phase 2 Study, San Francisco Bay Area CA
- » Dumbarton Rail DEIS, San Francisco Bay Area CA
- » BART to Livermore Yard Feasibility Analysis, Livermore CA
- » SANDAG Smart Growth Design Guidelines, San Diego CA
- » Walnut Creek BART Transit Village Plan EIR, Walnut Creek CA



GREG GOODFELLOW

Senior Associate

ggoodfellow@placeworks.com

COMMUNITY OUTREACH

- » I-80/Gilman Street Interchange, Berkeley CA
- » Los Lagos Golf Course Community Dialogue, San José CA
- » MTC Smart Parking Training Program, San Francisco Bay Area CA
- » Northeast Livermore Public Facilities and Programs Planning, Livermore CA
- » BART to Livermore Extension FY 2011 Outreach, Livermore CA

LEADERSHIP & COMMUNITY

- » ConnectOakland/Team Planner and Media Specialist
- » Urban Land Institute/UrbanPlan Volunteer High School Instructor

SPEAKING ENGAGEMENTS

- » Informed by Informality: Reassessing Skatepark Development, 2012 Community Festival, Encinitas, CA

PUBLICATIONS

- » "Density and Parking Flexibility Improve Infill Feasibility," Vol. 22, No. 3, California Planning & Development Report
- » "South Bay Mixed-Use Centers Provide Infill Lessons," Vol. 22, No. 1, California Planning & Development Report
- » "The World Trade Center Report," 2002 Parsons Brinckerhoff global report on 9/11 rebuild efforts

AWARDS

- » 2002 New York City Parks Commission "Friend of Parks" Award



CLIFF LAU

Project Urban Designer

Cliff has a diverse range of experience in the areas of urban design, community planning, and engagement. He focuses on planning and design oriented towards communities, the environment, health, and the public realm. Mr. Lau possesses a valuable skillset, bringing high-quality coordination and design to his portfolio of projects. His technical skills include graphic design, illustration, hand drawing, and GIS mapping. He has produced planning documents, design visualizations, maps, and design guidelines to envision community development projects and Specific Plans. Mr. Lau is committed to creating clear, accessible, and high-quality products to support the success of projects.

HIGHLIGHTS OF EXPERIENCE

URBAN DESIGN

- » Southeast Greenway GPA, Rezoning, and EIR, Santa Rosa CA
- » Millbrae Station Area Specific Plan, Millbrae CA
- » Southwest Fresno Specific Plan, Fresno CA
- » 1140 Wildcat Canyon Road Expedited Planning Services, Berkeley CA
- » Downtown Willits Streets and Alleys Connectivity Study, Willits CA
- » AMBAG Sustainable Communities Strategy Implementation Project, Monterey County CA
- » SANDAG Smart Growth Visual Simulations, San Diego CA
- » Connect Menlo: General Plan and M-2 Area Zoning Update, Menlo Park CA
- » Gilroy High-Speed Rail Station Area Planning, Gilroy CA

COMMUNITY OUTREACH

- » Los Angeles County Parks and Recreation Needs Assessment, LA County CA
- » Palo Alto Comprehensive Plan Amendment, Palo Alto CA

PRIOR EXPERIENCE

- » Envision Transform Build East Palo Alto, East Palo Alto CA
- » Redstone Townhomes Neighborhood Association, Jersey City NJ
- » Healthy Development Guidelines Technical Advisory Group, Oakland CA
- » 2012 Downtown Berkeley Design Guidelines, Berkeley CA

EDUCATION

- » Master of Urban Design, University of California, Berkeley
- » Bachelor of Architecture, New Jersey Institute of Technology

AFFILIATIONS

- » American Planning Association
- » Planners Network

Team member since 2015



TORINA WILSON

Planner

In support of both the PlaceWorks Planning and Environmental Teams, Torina works on a variety of public- and private-sector projects. She started her career working as a Transportation Planning Intern at the Transportation Authority of Marin, where she helped facilitate outreach efforts for the City of Novato Community Based Transportation Plan. She attended Cal Poly to pursue her passion for City and Regional Planning, and participated in several professional planning clubs, and spent her free time working as an Intern for the City of Atascadero. Torina plans to hone her professional network and skills by working on diverse, complicated, and hot- topic planning projects in the Bay Area and beyond.

HIGHLIGHTS OF EXPERIENCE

- » San Mateo General Plan Update, San Mateo CA
- » Broadway Plaza Mixed-Use Development EIR, Redwood City CA
- » Central Avenue Complete Street Engineering Services, Alameda CA
- » 499 E. Hamilton Avenue In-N-Out Burger EIR, Campbell CA
- » 1700 Dell Avenue Office Development EIR, Campbell CA
- » Cannabis Policies, Regulations, and Management Program, Santa Clara CA
- » West Contra Costa Express Bus Implementation Plan, Contra Costa County CA

PRIOR EXPERIENCE

TRANSPORTATION AUTHORITY OF MARIN | PLANNING INTERN | JUN 2014 - SEPT 2014

Created "Crossing Guard of the Year" progra. Managed public outreach for the City of Novato Community Based Transportation Plan.

CITY OF ATASCADERO | STUDENT INTERN | JAN 2017 - JUNE 2018

Authored three Initial Study Mitigated Negative Declaration. Authored two Precise Plans for single-family home development projects. Performed plan check review.

SPEAKING ENGAGEMENTS

- » 2018 Interdisciplinary Symposium, San Luis Obispo, CA | Student Panelist

LEADERSHIP & COMMUNITY

- » Student Representative, City of San Luis Obsipo Mass Transportation Committee, 2017- 2018
- » Graphic Design Volunteer, SLO-4-PUPS, 2017- 2018
- » Student Ambassador, Cal Poly College of Architecture and Environmental Design, 2016- 2018
- » President, Associated Students in Planning, 2016 - 2017

EDUCATION

- » BS, City and Regional Planning
California Polytechnic StateUniversity,
San Luis Obispo

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2018

Request for Proposals for San Mateo County Community Based Transportation Plan (CBTP) Updates

January 7, 2019

**City/County Association of Governments
of San Mateo County (C/CAG)**

555 County Center, 5th Floor

Redwood City, CA 94063

<http://ccag.ca.gov>

For further information contact:

Susy Kalkin

Transportation Program Specialist, C/CAG

Phone: (650) 599-1467

E-mail: kkalkin@smcgov.org

Contents

1	Introduction	2
1.1	Agency Description.....	2
1.2	Background.....	2
2	Request for Proposals (RFP).....	2
2.1	Purpose.....	2
2.2	Scope of Services.....	3
2.3	Period of Performance	11
2.4	Method of Payment	11
2.5	Financial Management and Accounting System Requirements	11
2.6	Federal Aid Provisions	11
2.7	Metropolitan Transportation Commission (MTC) Requirements.....	13
2.8	General Instructions.....	13
2.9	Format	13
2.10	SOQ Content	13
2.11	Required Forms	14
2.12	Submittal of Questions	15
3	Evaluation and Selection Process	15
3.1	Review for Responsiveness	15
3.2	Ranking of Respondents by Evaluation Panel	15
3.3	RFP Schedule	16
	Attachments.....	17

1 Introduction

1.1 Agency Description

The City/County Association of Governments (C/CAG) of San Mateo County is a joint powers agency composed of the County of San Mateo and all twenty incorporated cities and towns in the county. As the county's designated congestion management agency, C/CAG is responsible for countywide transportation planning and administering state and federal funds for transportation in San Mateo County.

1.2 Background

Launched in 2002, the Metropolitan Transportation Commission's (MTC) Community Based Transportation Plan (CBTP) Program evolved out of two regional studies completed in 2001: one on the Lifeline Transportation Network (LTN), and the other on Environmental Justice (EJ). The LTN study identified travel needs and challenges in low-income communities, and recommended establishing a regional program to fund community-based planning in disadvantaged communities. Similarly, the EJ study identified the need for MTC to support local planning efforts in low-income communities.

Since inception of the CBTP Program, C/CAG has produced CBTPs for four communities: East Palo Alto (2005), Bayshore (2008), North Central San Mateo (2011), and San Bruno/South San Francisco (2012).

In January 2018, MTC issued new program guidelines for the 2017-2021 CBTP Cycle and provided a funding allocation to prepare or update CBTPs (MTC Resolution No. 4316). The guidelines encourage prioritization of efforts to: 1) develop new CBTPs for areas that do not have a plan, or 2) update plans that are more than five years old.

2 Request for Proposals (RFP)

2.1 Purpose

The purpose of this RFP is to solicit qualifications, select a consultant, and award a contract to *update two existing Community Based Transportation Plans, the Bayshore and the East Palo Alto Community Based Transportation Plans (CBTPs), which were adopted in 2008 and 2005, respectively. The Bayshore Plan is to be expanded to incorporate additional Communities of Concern (CoCs) identified in the Plan Bay Area 2040 Equity Analysis that are located within Daly City and unincorporated San Mateo County. The CBTP for East Palo Alto is to be expanded to*

include contiguous CoCs in Redwood City, Menlo Park and portions of unincorporated San Mateo County. (See Attachment D)

2.2 Draft Scope of Work

TASK 1. CONFIRM ROLES, RESPONSIBILITIES AND LEVELS OF EFFORT TO DELIVER THE PROJECT; ONGOING PROJECT MANAGEMENT

Task 1.1. Finalize approach, scope of work, schedule, and budget with C/CAG and MTC

Coordinate approach with affected local jurisdictions to ensure upper management buy-in/allocation of adequate staff resources. Schedule should also include regular check-ins with the project management team.

Task 1.2 Kickoff Meeting

Coordinate a kickoff meeting with the project management team, including creating meeting materials and minutes.

Task 1.3 Ongoing Project Management

Monitor project scope, budget, and schedule on an ongoing basis. Communicate regularly between project partners (C/CAG, MTC, and consultant team) – known as the Project Management team.

Task	Deliverable
1.1	<i>Project Scope, Budget, and Schedule</i>
1.2	<i>Kickoff Meeting</i>
1.3	<i>Phone calls at a regular interval agreed upon by Project Management team</i>

TASK 2. INITIATE AND MAINTAIN COLLABORATIVE PLANNING PROCESS

Task 2.1. Steering Committee

The Steering Committee will establish project goals and evaluation criteria for potential strategies and programs, assist in outreach efforts, review deliverables, provide technical guidance, aid in development of an action plan, provide support for on-going implementation, and provide other assistance as needed. The Project Management team will convene a Steering Committee consisting of staff representatives from:

- C/CAG
- SamTrans

- San Mateo County Human Services Agency (HSA)
- SMC Department of Public Health
- San Mateo County Planning
- CBOs (ex. TeamC, 6 Wins, Peninsula Family Service, San Mateo County Commission on Aging, other locally based organizations.)

This subtask includes developing a schedule of meetings for the Steering Committee and coordinating the logistics of meetings, including development of meeting agendas, materials, and minutes. The Steering Committee is envisioned to meet up to six times over the course of the project.

Task 2.2. Technical Working Group

The Technical Working Group will provide leadership and technical expertise throughout the planning process, review deliverables prior to presentation to the stakeholders, and assist in the communication of project materials and milestones to public stakeholders. Working with the Project Management team, the Steering Committee will recommend members for the Technical Working Group that includes, but is not limited to, representatives from the following organizations:

- C/CAG staff
- MTC staff
- SamTrans staff
- San Mateo County staff
- City of Daly City (planning and engineering)
- City of East Palo Alto (planning and engineering)
- City of Redwood City (planning and engineering)
- City of Menlo Park (planning and engineering)

This subtask includes developing a schedule of meetings for the Technical Working Group and coordinating the logistics of meetings, including development of meeting agendas, materials, and minutes. The Technical Working Group is envisioned to meet six times over the course of the project.

Task	Deliverable
2.1	<i>Memorandum outlining the roles and anticipated schedule/time commitment for the Steering Committee; proposed schedule of meetings; coordination of meetings, including development of meeting materials and minutes</i>
2.2	<i>Memorandum outlining the roles and anticipated schedule/time commitment for the Technical Working Group; proposed schedule of meetings; coordination of meetings, including development of meeting materials and minutes</i>

TASK 3. DEVELOP STATUS REPORT OF EXISTING CBTP ACTION PLANS

The existing CBTP action plan status report will summarize progress made since the previous efforts in the Bayshore and East Palo Alto CBTPs. The report will outline the status, constraints/challenges, and deviations for each project or initiative recommended in each plan. The consultant team will work with staff from municipalities in each COC to identify the status of each initiative. As appropriate, this information will be incorporated into the public outreach process.

Task 3.1. Review and Verify Existing CBTP Action Plan Status

- Review past CBTPs.
- Consult with Technical Working Group members from each CBTP area to verify project status, pinpoint any pipeline projects, and identify impediments/concerns impacting implementation (e.g. lack of funds, status of funding applications, lack of staff, issues being addressed in alternate fashion, project no longer needed/shifting priorities, etc.).
- Research any other existing or underway planning documents that may include recommendations applicable to the CBTP area (SamTrans Senior Mobility Plan, Youth Mobility Plan, etc.).

Task 3.2. Existing CBTP Action Plan Status Summary Memorandum

The information generated from Task 3.1 should be summarized in a master matrix for easy reference. This matrix can be included in a summary memorandum where supplemental information can be compiled.

Task	Deliverable
3.1	<i>Status Matrix of Existing CBTP Action Plan Items</i>
3.2	<i>Draft and Final Existing CBTP Action Plan Status Summary Memorandum (one for each planning area)</i>

TASK 4. CONDUCT COMMUNITY NEEDS ASSESSMENT (DATA ANALYSIS AND EXISTING CONDITIONS)

The community needs assessment will be used to establish baseline conditions and identify unmet transportation needs, gaps, and priorities for each of the planning areas. The community needs assessment will be incorporated into the public outreach process (Task 5) and used to inform recommendations (Task 6).

Task 4.1. Demographic Analysis

Collect demographic, socioeconomic, and travel data from available sources such as the 2010 US Census and American Community Survey, California Household Travel Survey, etc. This subtask includes a demographic assessment for each of the planning areas, and will be used to create a community profile for each planning area.

Task 4.2. Analysis of Existing Mobility Services

Identify existing mobility services in the planning area including roads, transit, bicycle/pedestrian facilities, ferry service, etc. To the extent possible, bus ridership and origin/destination information will be gathered for each planning area. This information will be used to identify travel patterns and potential gaps in mobility services in later tasks.

Task 4.3. Review Background Documents and Planning Studies

Review background studies and existing planning documents (e.g. SamTrans Strategic Plan, San Mateo County Senior Mobility Action Plan, local circulation elements and/or bike and pedestrian plans, local area plans, County Transportation Plan, San Mateo County HSA Transportation programs, etc.) and document efforts relevant to the planning areas.

Task 4.4. Base Mapping

Create maps of the planning areas that include regional context, community facilities and amenities, major transportation infrastructure, existing transportation services (e.g. transit, bike/ped facilities, and ferry service), and relevant demographic and socioeconomic information.

Task 4.5. Summarize Existing Conditions and Key Trends

Prepare a draft and final community assessment report for each planning area, summarizing key findings in terms of community profile and any transportation gaps identified in Tasks 4.1, 4.2, 4.3, and 4.4. The community assessment and existing conditions report will be incorporated into the public participation process (Task 5).

Task	Deliverable
4.1	<i>Data Compilation and Processing</i>
4.2	<i>Summary of Existing Mobility Services (to be included in Task 4.5 report)</i>
4.3	<i>Summary of Background Documents and Planning Studies (to be included in Task 4.5 report)</i>
4.4	<i>Development of maps (to be included in Task 4.5 report)</i>

4.5	<i>Draft and Final Community Assessment Report and Executive Summary</i>
-----	--

TASK 5. CONDUCT COLLABORATIVE PLANNING AND OUTREACH PROCESS

Public participation and community outreach will form the basis of the strategies developed to address transportation needs and/or gaps in the community. Community outreach will be conducted with support from project CBOs and other Steering Committee and Technical Working Group members as appropriate. A mix of innovative and traditional outreach methods will be used to reach broader audiences. These strategies may include online surveys, on-the-ground engagement, and community meetings. All outreach materials, activities, and advertisements will be available in additional languages.

Task 5.1. Establish a Community Outreach Plan

Develop a two-phase public participation and outreach plan. Work with the Steering Committee to determine the appropriate activities and methods to effectively engage and draw out a wide audience including, among others, low-income residents, school representatives, social service agencies, and faith-based organizations. Outreach activities may include:

- Pop-up events in each planning area at libraries, major bus stops, park events, etc.
- Attending regularly scheduled CBO meetings
- In person surveys
- Online surveys
- Community conversations
- Public workshops

Phase one of the outreach effort will be conducted early in the project to identify the transportation needs/gaps of each CoC, building on findings from the Existing CBTP Action Plan Status report (Task 3) and Existing Conditions Report (Task 4). Input from the phase one outreach events will be used to inform and develop transportation strategies for each CoC (Task 6.1). Four outreach events will be held in each CoC planning area during this phase (two pop-up events and two traditional meetings held in partnership with a CBO – meetings typically held on weekends or evenings).

Phase two will be held during Task 7.1 in order to share the draft Plan with each COC and to provide opportunities for stakeholders to review and share feedback on the proposed strategies. This will include one traditional meeting held in each planning area in partnership with the CBO in phase one.

A project webpage for each planning area will be maintained and monitored throughout the project to allow for participation from those who cannot attend a meeting or are not reached during a pop-up event.

Task 5.2. Develop Outreach Materials and Webpages

Outreach materials will be developed utilizing the Existing CBTP Action Plan Status reports (Task 3) and existing conditions analyses (Task 4). To help focus discussion during outreach events the Existing CBTP Action Plan Status reports can be pointed to as products of the public’s input in the earlier plans and help determine whether the issues and solutions have already been identified and not acted on, or whether additional issues have arisen and/or taken their place. The existing conditions information will be presented to define the baseline evaluation and highlight possible transportation gaps in the project areas. In addition, information on new/emerging technology that wasn’t available in the past will be provided (ride share, electric bicycles, bike share, etc.), to ascertain levels of interest/barriers and to inform potential strategies.

The project webpages will be updated to reflect the topics, materials, and questions asked at each outreach event, allowing for comment on the plan’s development at the appropriate times.

Task 5.3. Implement Community Outreach Plan

With support from project CBOs, Steering Committee, and Technical Working Group, the team will execute the outreach plan utilizing the appropriate strategies identified in Task 5.1. In total, five outreach events are recommended for each CoC planning area for a total of 10 events over the course of the project. Feedback from outreach meetings in each CoC, and received online, will be documented in an outreach summary.

Task	Deliverables
5.1	<i>Summary Memorandum of Outreach Plan (one for each CoC planning area)</i>
5.2	<i>Outreach Material and Collateral; webpage maintenance</i>
5.3	<i>Outreach Execution; Outreach Summaries</i>

TASK 6. DEVELOP TRANSPORTATION STRATEGIES AND IMPLEMENTATION PLAN

Task 6.1. Develop Strategies to Close Transportation Gaps

Based on input from the community outreach activities, Steering Committee and Technical Working Group meetings, as well as findings from the existing conditions and project status processes, the team will develop a list of multimodal projects and programs to address the mobility needs of each CoC.

Task 6.2. Establish Evaluation Criteria and Prioritize Strategies

- In conjunction with the Steering Committee and Technical Working Group, establish criteria for prioritizing proposed strategies. Criteria may include cost effectiveness, funding availability, and implementation constraints.
- Prioritize strategies using the evaluation criteria.

Task 6.3. Identify Implementation Requirements and Responsibilities

Develop an implementation plan for each prioritized project or program identified in Task 6.2.

For each project/program, the following will be determined:

- potential funding sources
- cost estimates
- potential implementation timeframe
- responsible agency

Task	Deliverables
6.1	<i>List of Potential Projects and Programs</i>
6.2	<i>Matrix of Prioritized Projects</i>
6.3	<i>Implementation Plans</i>

TASK 7. Community Based Transportation Plan

Task 7.1. Draft Community Based Transportation Plan

Combine and summarize all previous tasks into a draft Community Based Transportation Plan document (one for each CoC Planning area) for review by the Oversight Committee and to be shared with the communities as part of phase two of outreach. The plans will include the following sections:

- Executive Summary
- Introduction on the overall program and planning process
- Existing Conditions Summary: Description of project area (geography, demographics and maps) (Task 4)
- Community Outreach Process: Outreach activities and findings (Task 5)
- Transportation Strategies: Clearly defined near-, mid- and long-term recommendations (projects and programs) to address community-identified needs (Task 6)
- Implementation, including costs estimates, timeframes, funding sources and responsible agencies for each recommendation (Task 6)

Task 7.2. Final Draft Transportation Plan

Comments from the public, the Steering Committee and the Technical Working Group will be addressed and incorporated into the final Draft Community Based Transportation Plans.

Task	Deliverables
7.1	<i>Draft CBTPs (East Palo Alto/Menlo Park/Redwood City & Daly City)</i>
7.2	<i>Final CBTPs</i>

TASK 8. Monitoring and Evaluation

Task 8.1. Develop Process to Monitor Implementation

Develop process/mechanism to track progress and funding on implementation. Ensure that the Steering Committee and Technical Working Group have an opportunity to weigh in on the development of performance metrics.

Task 8.2. Develop Reporting Requirements

Develop monitoring and reporting requirements and responsibilities, including a standardized template acceptable to MTC. Process must reflect requirement to report to MTC every two years.

Task	Deliverables
8.1	<i>Memorandum Describing Process for Tracking Progress</i>
8.2	<i>Reporting Template and Reporting Requirements</i>

TASK 9. Plan Adoption

C/CAG and local jurisdictions must formally adopt the final CBTP reports and commit to including the recommendations and action plans in their respective planning and funding plans.

Task 9.1. Present Final Report for Adoption

Present the Final CBTPs to the C/CAG Board of Directors and each local CoC governing body (City Councils of Daly City, East Palo Alto, Redwood City and Menlo Park and the San Mateo County Board of Supervisors) for final adoption. Additional meetings may be necessary based on level of comments received.

Task	Deliverables
9.1	<i>Final East Palo Alto/Redwood City Community Based Transportation Plan - Resolution of Local Support from C/CAG,</i>

	<i>East Palo Alto, Menlo Park, Redwood City and San Mateo County</i>
9.2	<i>Final Daly City Community Based Transportation Plan – Resolution of Local Support from C/CAG, Daly City and San Mateo County</i>

TASK 10. Transmit final document to MTC

Task	Deliverables
10	<i>Transmittal of Final Community Based Transportation Plans & Resolutions of Local Support to MTC</i>

2.3 Period of Performance

The contract resulting from this RFP is anticipated to start in March 2019, and the term will be for a period not to exceed two years. Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs.

2.4 Method of Payment

The Consultant will be paid on a task and deliverables basis, subject to the terms and conditions established through the contract negotiations that result from this RFQ. The total contract dollar amount shall not exceed \$170,000.

2.5 Financial Management and Accounting System Requirements

A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 Code of Federal Regulations (CFR) Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

2.6 Federal Aid Provisions

The proposing Consultant’s services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment B – Local Assistance Procedures Manual Exhibit (LAPM) 10-OI, Consultant Contract DBE Commitment. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment B.

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to http://www.dot.ca.gov/hq/bep/find_certified.htm.

It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Reference "Statement of Qualifications Submittal Requirements" for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-02). **The local agency's current contract DBE Goal is [4%].**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Consultant Certification of Contract cost and Financial Management System (LAPM 10-K) or Safe Harbor Indirect Cost Rate documentation for Consultants Contracts (DLA-OB 13-07R attachment 1R and 2R).

- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Local Agency Local Assistance and Local Assistance Procedures Manual.

2.7 Metropolitan Transportation Commission (MTC) Requirements

The proposing Consultant's services are funded under a funding agreement between C/CAG and the MTC, which are subject to terms and conditions set forth in Attachment C. Selected Consultant shall comply with applicable terms and conditions of the MTC Master Agreement and MTC Program Supplement.

2.8 General Instructions

Interested respondents shall submit one (1) unbound original and five (5) bound copies of the complete SOQ, **no later than 5:00 p.m. (Pacific Time) on January 25, 2019**. Late submittals will not be accepted. Submittals transmitted by facsimile or e-mail will not be accepted.

The original and all copies should be mailed or delivered to:

Susy Kalkin
Transportation Program Specialist
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

2.9 Format

SOQs must be typed with a minimum 12-point font and submitted on 8 ½" x 11" paper with at least 1" margins. Information in the SOQs should be confined to no more than twelve (12) double-sided pages, excluding the transmittal letter, staff resumes, and references.

2.10 SOQ Content

Each submittal must include the information listed below.

1. **Transmittal Letter.** Provide a cover letter that describes the Consultant's interest and commitment to the project. The cover letter should include the name, title, address, telephone number, and e-mail address of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized to negotiate contractual agreements shall sign the cover letter.
2. **Project Understanding.** Briefly present the Consultant's understanding of MTC's Community Based Transportation Plan (CBTP) Program, as well as the general approach to the services described in Section 2.2 of this RFP.

3. **Firm Qualifications and Experience.** Provide a detailed statement describing the Consultant's qualifications and experience in providing the services described in Section 2.2 of this RFP. Discuss any experience with innovative approaches or advanced techniques related to the proposed services. Describe the Consultant's experience working with state- or federally-funded projects. Include an organizational chart that identifies the Project Manager and key staff assigned to the project.
4. **Staff Qualifications and Experience.** Provide a brief summary of the relevant qualifications and experience of the staff assigned to the project. Brief resumes of key staff may also be included. Any substitution of the Project Manager and/or key staff assigned to the project after submittal of the SOQ or during the contract period will require prior written approval from C/CAG.
5. **Project Management.** Describe the Consultant's approach to project management, including communications and coordination with C/CAG and project sponsors. Describe how management of any subconsultants will be handled as well as budgetary controls to avoid exceeding resources allocated for specific projects and tasks.
6. **References.** Provide a list of three (3) references who can comment on the recent (within the last three years) and relevant experience of the Consultant and key staff assigned to the project. Include a brief description of the services provided to each reference, the years the work was provided, the project budget, the sponsoring agency, the contact information of the reference, and the roles played by the key staff assigned to this project.
7. **Cost Proposal.** Provide a cost proposal that provides the hourly rates, overhead rates, and classifications of staff assigned to the project as well as information on other direct costs. In order to assure that the C/CAG is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a separate sealed envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Cost proposals shall be submitted in a format per example in LAPM 10-H and as included in Attachment A. Selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process

2.11 Required Forms

Each submittal must include the required form listed below.

1. **Consultant Contract DBE Information.** Fill out Exhibit 10-O1 Consultant Proposal DBE Commitment, or Good Faith Effort (LAPM 15-H) if DBE goal is not achieved. See Attachment B.
2. **Disclosure of Lobbying Activities (LAPM 10-Q)**

2.12 Submittal of Questions

Any questions about the RFP must be submitted in writing by Thursday, January 17, 2019 at 5:00 p.m. Questions may be mailed or e-mailed to:

Susy Kalkin
 Transportation Program Specialist
 City/County Association of Governments of San Mateo County
 555 County Center, 5th Floor
 Redwood City, CA 94063
 E-mail: kkalkin@smcgov.org

Addenda to this RFP, if issued, will be sent to all prospective consultants C/CAG has specifically e-mailed a copy of the RFP to and will be posted on the C/CAG website at:

<http://ccag.ca.gov/opportunities/rfpsrfqs/>

It shall be the consultant’s responsibility to check the C/CAG website to obtain any addenda that may be issued.

3 Evaluation and Selection Process

3.1 Review for Responsiveness

C/CAG staff will conduct an initial review of the SOQs for responsiveness to ensure that each SOQ meets the requirements of this RFP. Any SOQ that does not include enough information to permit the evaluation panel to rate the SOQ in any one of the evaluation criterion listed in Section 3.2 will be considered non-responsive.

3.2 Ranking of Respondents by Evaluation Panel

After SOQs have been reviewed for responsiveness by C/CAG staff, an evaluation panel will evaluate the responsive SOQs based on the following criteria and weights:

Criteria	Maximum Points
Understanding of the project purpose and objectives	15
Breadth of experience and innovation in community outreach and engagement strategies	30

Familiarity with the project area and type of issues and problems associated with the project	20
Demonstrated experience in transportation planning and the issues and functional areas to be analyzed	15
Experience and ability of consultant team	20
Total	100

The evaluation panel may be composed of C/CAG staff and other parties that may have expertise or experience in the services described herein. The evaluation panel will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel. Following the evaluation of the written SOQs, the evaluation panel may elect to develop a short list of consultants for interview. C/CAG reserves the right to hold interviews and review and evaluate the references of short-listed firms only. Additionally, C/CAG reserves the right not to convene interviews, but to evaluate respondents on the basis of the written SOQs alone.

Following this evaluation of the SOQs and respondents, the evaluation panel will produce a final ranking of the responsive consultants. All respondents will be notified of their standing, and C/CAG will review the sealed cost proposal of the top-ranked consultant and enter into negotiations. C/CAG reserves the right to decline to enter into a contract with a consultant whose rates are unreasonable in C/CAG's sole discretion and to proceed with entering into negotiations with the next most qualified consultant.

This RFP does not commit C/CAG to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. C/CAG reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of C/CAG to do so. Furthermore, a contract award may not be made based solely on price.

3.3 RFP Schedule

<u>Date/Time</u>	<u>Activity</u>
January 7, 2019	Issue RFP
January 21, 2019 5:00 p.m.	Deadline for written questions about RFP

January 30, 2019 5:00 p.m.	SOQs Due
Estimated week of February 4, 2019	Review of SOQs by evaluation panel
Estimated week of February 11, 2019	Consultant interviews (if necessary)
Estimated week of February 18, 2019	Final ranking of SOQs; negotiations and selection of Consultant
March 14, 2019	Consultant contract presented to C/CAG Board of Directors for approval

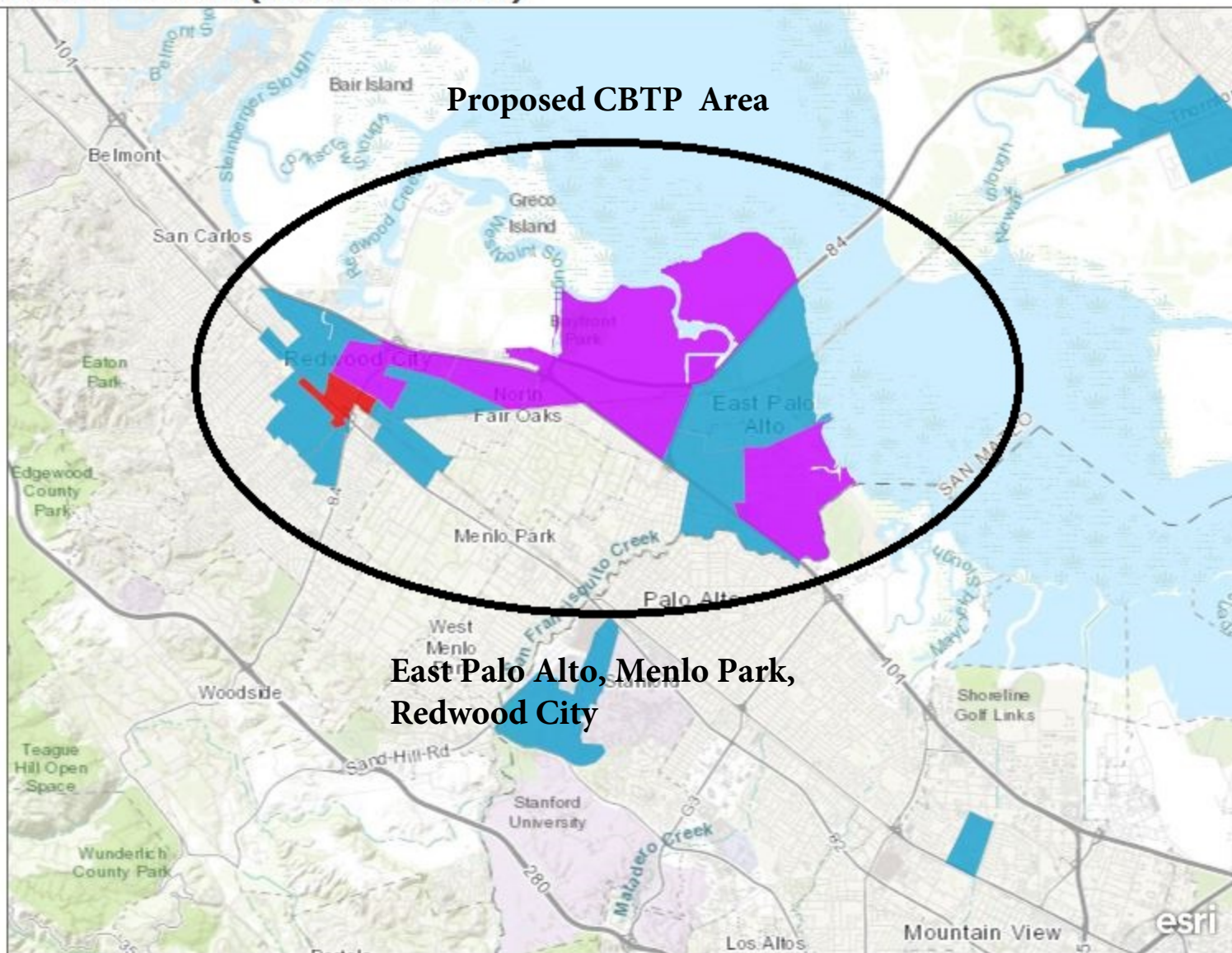
Attachments

<u>Attachment A</u>	Sample Cost Proposal Exhibit 10-H
<u>Attachment B</u>	Exhibit 10-O1 Consultant DBE Commitment, Exhibit 15-H Good Faith Effort, 10-Q Disclosure of Lobbying Activities
<u>Attachment C</u>	MTC Master Agreement and MTC Program Supplement
<u>Attachment D</u>	Communities of Concern Exhibits

MTC Communities of Concern in 2018 (ACS 2012 - 2016)

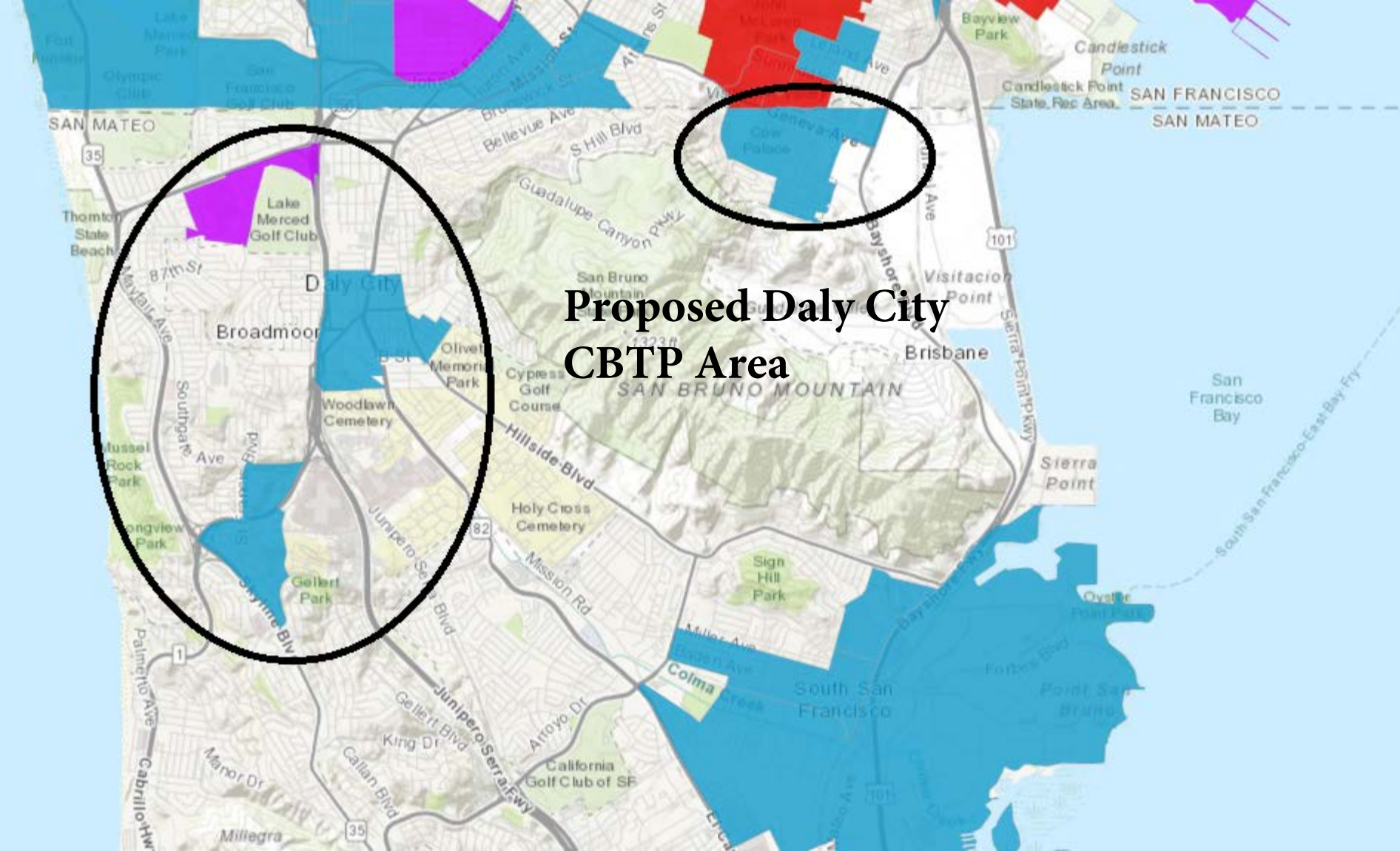
MTC Communities of Concern (ACS 2012-2016) (2018)

-  Highest
-  Higher
-  High

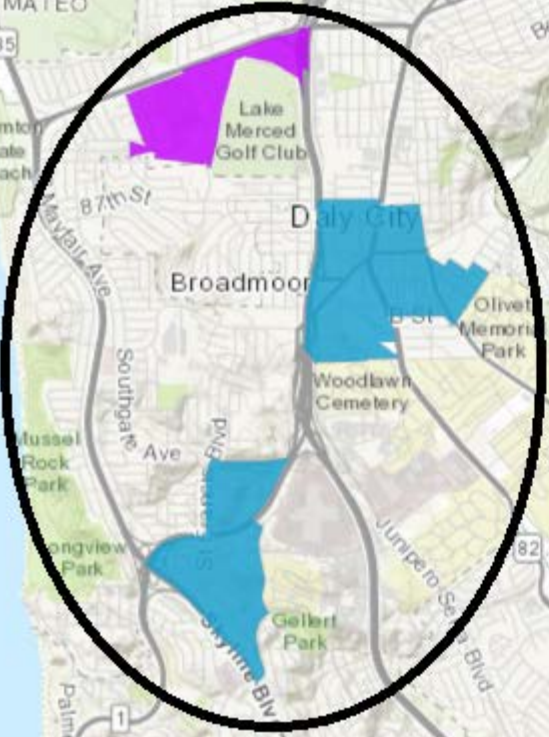


**East Palo Alto, Menlo Park,
Redwood City**

This map represents the most recent updates for Communities of Concern. This map supersedes all other previous maps that represent COCs.



Proposed Daly City CBTP Area



COST PROPOSAL

This is a revised Cost proposal, with clarified assumptions, for the PlaceWorks team for Community Based Transportation Plans for the San Mateo County/City Association of Governments. This revision was created to clarify questions from Susy Kalkin of C/CAG on February 14. Additions are shown in red color text.

As shown in the cost sheet, the estimated cost to complete the scope of work described in this proposal is \$168,809. A simplified budget spreadsheet showing hours per task is attached to this proposal. Note - the hours do not match exactly due to the differing systems of calculation, but the hour differential is less than 1%, and the overall cost is the same.

PlaceWorks recommends planning for a 5 percent to 10 percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

We are flexible regarding project costs and hope that you will not eliminate us from consideration on the basis of cost alone.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

ASSUMPTIONS

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings outlined per the RFQ. Additional meetings would be billed on a time-and-materials basis. Greg Goodfellow of PlaceWorks will attend all project meetings, public workshops, and other public meetings. Bruce Brubaker of PlaceWorks will attend key meetings as well as Board of Directors and City Council hearings. Accent on Languages staff will attend community meetings as needed.
- PlaceWorks will incorporate one round of revisions for each deliverable. If project results in more rounds of revisions such that additional labor is necessary, a contract amendment allowing additional work will be necessary.
- Printed materials used during public outreach events and meetings with stakeholders, including agendas, sign-in sheets, handouts, and display boards and maps will be provided by PlaceWorks as part of this contract.
- All other products will be submitted to C/CAG in electronic (PDF) format, including the draft and final Community Based Transportation Plans. If hard copies are desired, a contract amendment will be necessary.

- C/CAG staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.
- Translation services by Accent on Languages are included for activities under Task 5 of the RFQ.
- A conceptual timeline for the project is also attached. It shows a project schedule of approximately 18 months.

COST PROPOSAL

	PLACEWORKS						PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	SUBCONSULTANTS			10% Subconsultant Markup	Subconsultant Total	Total Task Budget
	BRUBAKER	NILSSON	GOODFELLOW	LAU	WILSON	GRAPHICS				Accent on Languages	Outreach & Translation	Subconsultant			
	Principal-In-Charge \$190	Advisor \$175	Project Manager \$170	Project Urban Designer \$125	Planner \$105	\$105									
Hourly Rate:															
TASK 1. Project Initiation & Management															
1	Finalize Approach, Scope, Schedule, and Budget	2	2	4	8	8	16	\$45	\$2,295	0	\$0	\$0	\$2,295		
2	Kickoff Meeting	4		4	8	4	20	\$57	\$2,917	0	\$0	\$0	\$2,917		
3	Ongoing Project Management	16		60			76	\$265	\$13,505	0	\$0	\$0	\$13,505		
Task 1. Subtotal		22	2	68	8	12	0	112	\$367	\$18,717	\$0	\$0	\$0	\$18,717	
TASK 2. Collaborative Planning Process															
1	Steering Committee	24		30	16	20	90	\$275	\$14,035	0	\$0	\$0	\$14,035		
2	Technical Working Group	24	6	30	16	20	96	\$296	\$15,106	0	\$0	\$0	\$15,106		
Task 2. Subtotal		48	6	60	32	40	0	186	\$571	\$29,141	\$0	\$0	\$0	\$29,141	
TASK 3. Existing CBTP Action Plans Status Report															
1	Review and Verify Existing CBTP Action Plan Status	4	2	8	2	10	26	\$75	\$3,845	0	\$0	\$0	\$3,845		
2	Existing CBTP Action Plan Status Summary Memo	4	2	8	4	12	30	\$85	\$4,315	0	\$0	\$0	\$4,315		
Task 3. Subtotal		8	4	16	6	22	0	56	\$160	\$8,160	\$0	\$0	\$0	\$8,160	
TASK 4. Community Needs Assessment															
1	Demographics Analysis	2	1	2		8	13	\$35	\$1,770	0	\$0	\$0	\$1,770		
2	Analysis of Existing Mobility Services	2	1	2		8	13	\$35	\$1,770	0	\$0	\$0	\$1,770		
3	Review Background Documents and Planning Studies	2	1	2		8	13	\$35	\$1,770	0	\$0	\$0	\$1,770		
4	Base Mapping	2	1	2	16		21	\$58	\$2,953	0	\$0	\$0	\$2,953		
5	Summarize Existing Conditions and Key Trends	4	2	8	8	30	54	\$137	\$6,967	0	\$0	\$0	\$6,967		
Task 4. Subtotal		12	6	16	24	54	2	114	\$300	\$15,230	\$0	\$0	\$0	\$15,230	
TASK 5. Collaborative Planning & Outreach Process															
1	Community Outreach Plan	2	2	4		8	16	\$45	\$2,295	0	\$0	\$0	\$2,295		
2	Develop Outreach Materials and Online Presence	4	2	8	80	30	136	\$338	\$17,218	0	\$0	\$0	\$17,218		
3	Implement Community Outreach Plan	56		60	8	20	156	\$504	\$25,704	6,800	\$0	\$6,800	\$32,504		
Task 5. Subtotal		62	4	72	88	58	24	308	\$887	\$45,217	\$6,800	\$0	\$6,800	\$52,017	
TASK 6. Transportation Strategies & Implementation Plan															
1	Develop Strategies to Close Transportation Gaps	4	2	12	12	12	42	\$118	\$6,028	0	\$0	\$0	\$6,028		
2	Establish Evaluation Criteria and Prioritize Strategies	4	2	8	7	12	33	\$92	\$4,697	0	\$0	\$0	\$4,697		
3	Identify Implementation Requirements and Responsibilities	4	2	10		24	40	\$107	\$5,437	0	\$0	\$0	\$5,437		
Task 6. Subtotal		12	6	30	19	48	0	115	\$317	\$16,162	\$0	\$0	\$0	\$16,162	
TASK 7. Community Based Transportation Plan															
1	Draft Community Based Transportation Plan	6	4	20	20	24	94	\$247	\$12,607	0	\$0	\$0	\$12,607		
2	Final Community Based Transportation Plan	4	2	8	4	20	42	\$110	\$5,600	0	\$0	\$0	\$5,600		
Task 7. Subtotal		10	6	28	24	44	24	136	\$357	\$18,207	\$0	\$0	\$0	\$18,207	
TASK 8. Monitoring & Evaluation															
1	Develop Process to Monitor Implementation	2	2	8		12	24	\$67	\$3,417	0	\$0	\$0	\$3,417		
2	Develop Reporting Requirements	2	2	8		12	24	\$67	\$3,417	0	\$0	\$0	\$3,417		
Task 8. Subtotal		4	4	16	0	24	0	48	\$134	\$6,834	\$0	\$0	\$0	\$6,834	
TASK 9. Plan Adoption															
1	Present Final Report for Adoption	6		6			12	\$43	\$2,203	0	\$0	\$0	\$2,203		
2	Transmit Final Document to MTC				2	2	4	\$9	\$469	0	\$0	\$0	\$469		
Task 9. Subtotal		6	0	6	2	2	0	16	\$52	\$2,672	\$0	\$0	\$0	\$2,672	
Labor Hours Total		184	38	312	203	304	50	1091							
Labor Dollars Total		\$34,960	\$6,650	\$53,040	\$25,375	\$31,920	\$5,250		\$3,145	\$160,340	\$6,800		\$6,800	\$167,140	
PlaceWorks Percent of Total Labor		17%	3%	29%	19%	28%	5%								
EXPENSES															
PlaceWorks Reimbursable Expenses													\$1,669		
Subconsultants' Reimbursable Expenses													\$0		
EXPENSES TOTAL													\$1,669		
GRAND TOTAL													\$168,809		

PROJECT SCHEDULE:
San Mateo County Community Based Transportation Plan Updates

PlaceWorks 2-18-2019

