

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ADVANCED MOBILITY GROUP

This Agreement entered this ____ day of _____, 2018, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Advanced Mobility Group, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG is the Congestion Management Agency for San Mateo County; and

WHEREAS, C/CAG has determined that consultant services are needed to update the Land Use Impact Analysis Program; and

WHEREAS, C/CAG has identified the need to update the existing Land Use Impact Analysis Program to reflect current TDM best practices, provide updated performance targets, and standardize an annual survey, monitoring and reporting requirements; and

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

WHEREAS, by adoption of Resolution 18-43, by the Board of Directors of the City/County Association of Governments of San Mateo County authorize the C/CAG Executive Director to execute an agreement with Advanced Mobility Group in the amount of \$45,666 to update the Land Use Impact Analysis Program.

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by July 31, 2019.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the project budget set forth in Exhibit B up to a maximum amount of forty-five thousand six hundred sixty-six dollars (\$45,666) for Services provided during the Contract Term as set forth below. The hours stated in Exhibit B are intended to be an estimate of the amount of time Contractor expects to spend on each task. Payments shall be made to Contractor monthly based on an invoice submitted by Contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the

relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of _____ and shall terminate on July 31, 2019; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination shall be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, subcontractors, officers or employees related to or resulting from performance, or non-performance, under this Agreement.

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

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, 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 operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor 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 C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG 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 C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees 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 C/CAG 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 pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from the C/CAG Executive Director. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly

pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, 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: Sara Muse

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

Advanced Mobility Group
2999 Oak Road Suite 420
Walnut Creek, CA 94597
Attention: Michael Ohnemus

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

Advanced Mobility Group (Contractor)

By _____

_____ Date

City/County Association of Governments (C/CAG)

By _____
Maryann Moise Derwin, C/CAG Chair

_____ Date

C/CAG Legal Counsel

By  _____
6/22/18

EXHIBIT A

SCOPE OF WORK

The City/County Association of San Mateo County (C/CAG) is seeking consultant support to update its Land Use Impact Analysis Program, otherwise known as the Transportation Demand Management (TDM) Policy. C/CAG wishes to update the TDM Policy to reflect current best practices, provide updated performance targets, and standardize annual survey, monitoring and reporting requirements.

The update for the TDM Policy comes shortly after the 2017 Congestion Management Program (CMP) was adopted by the C/CAG Board of Directors. The updates to the TDM Policy will, in part, need to focus on aligning the policy with the framework and goals laid out in the CMP. The CMP identifies strategies to respond to future transportation needs, develops procedures to alleviate and control congestion, and promotes countywide solutions. C/CAG's Land Use Impact Analysis Program is one of the ways the C/CAG will be implementing and monitoring the impacts of land use decisions made by local jurisdictions on regional transportation systems under the CMP.

The existing Land Use Impact Analysis Program that C/CAG seeks to update was adopted in 2000 and offers guidelines for analyzing impacts of land use decisions within the County. The program requires that developments that generate more than 100 peak hour trips on the CMP roadway network mitigate their peak hour trips. Developers can either reduce the scope of their project, build adequate roadway and/or transit improvements, contribute to a special fund for improvements to the CMP roadway network, or require the developer and subsequent tenants to implement TDM programs. The Land Use Impact Analysis Program allows local jurisdictions and developers to work together to choose the appropriate trip reduction measures that are most compatible with the intended purpose of the project and the community that it serves. The ultimate goal of the program is to mitigate new peak hour trips along the Congestion Management Program roadway network.

Updates to the Land Use Impact Analysis Program will allow C/CAG to modernize the TDM Policy to reflect best practices and current mobility trends. The transportation landscape is rapidly changing, with shared mobility, including carshare, ridehailing, and bike share systems. Additionally, there are other trends and issues that affect mobility in San Mateo County, including increased complexity in work schedules and locations, resistance to telecommuting, and high rates of automobile ownership that must be considered. Local communities are finding success in revamping and modernizing their TDM strategies to accommodate new technologies and the needs of individual user groups. Partnerships and subsidies with ridehailing apps and dynamic carpooling apps are a good example of this. Communities have also found that the success of TDM measures varies widely within business sectors. In response to this, communities are trialing targeted approaches such as transit subsidies for low-to-mid income earners, to help reduce the financial burden of transit, particularly for service, hospitality, and retail, that are less likely to receive commute incentives from their employer.

Updating the TDM policy to consider these recent changes, current development trends, and other issues identified in the Countywide Transportation Plan 2040 is critical. A strategic approach to revising the TDM policy will help make it a more effective means of reducing vehicle trips, managing parking demand, and supporting alternative modes of transportation.

Task 1 – Project Management and Coordination with C/CAG Staff

Our proposed Project Manager and key project staff from AMG will hold a kick-off meeting with the C/CAG Project Manager to initiate work on the project. Prior to this meeting, AMG will review and research any existing policies or related documents published by C/CAG, San Mateo County, and local jurisdictions to gain a strong foundation for the meeting.

The kick-off meeting will be an opportunity to review the project scope of work and refine project objectives, process, and deliverables. After the kick-off meeting, AMG will submit a revised scope of work, budget, and schedule to C/CAG, if necessary.

In addition to a kick-off meeting, it is expected that AMG will meet regularly with project staff, typically through bi-weekly conference calls or in person, as required, to provide updates on work completed, discuss project schedules, and review deliverables. These meetings will help ensure that key project goals remain on track.

AMG will submit monthly progress reports (invoices) to C/CAG. The reports will include a summary of work completed and projected work plan for the remainder of the project. Invoices must be submitted both electronically and mailed to C/CAG's address.

Deliverables:

- Refined Scope of Work, Budget, and Schedule
- Bi-weekly conference calls with C/CAG staff
- Monthly progress reports

Task 2 – TDM Best Practices Review

We will begin the TDM best practices review by examining existing TDM programs in San Mateo County (at both the county and city level) to identify what measures have been implemented, where they have been successful and where they have fallen short in meeting expectations. This will allow us to understand the local obstacles and opportunities that will affect the implementation of new or revamped TDM strategies included in the Land Use Analysis Program Update.

Next, we will undertake a regional, national, and global literature review and case study examination to quantify the effects of various TDM strategies. We will research TDM strategies that align with the demographics, land uses, and employment patterns of San Mateo County. We will also consider the objectives identified in the Congestion Management Program 2017 Update. The goals in the 2017 CMP Update include increasing transit use and use of alternative commute options through education and incentives and reducing single occupant vehicle trips through education and incentives.

As we conduct our best practices review, we will pay particular attention to new technologies and shared mobility trends that have emerged since the last time the TDM Policy was updated. The introduction of carshare, bike share, rideshare, and dynamic carpooling into many communities is providing a wider array of transportation options to residents and workers, that have proven effective at reducing vehicle miles traveled and even rates of auto ownership. Evaluating and incorporating these new forms of shared mobility will be an important component to modernizing the TDM Policy. Incorporating strategies that resonate with and may already be used by residents

and workers, and helping promote and expand their reach will make the TDM strategies more effective at reducing trips and congestion on CMP roadways and promoting alternative commute options.

Deliverable: TDM Best Practices and Next Steps Memorandum

Task 3 – Establish Approach

Using the findings from the best practices and literature review in the previous task, we will work with C/CAG staff to establish an approach to updating and revising the Land Use Impact Analysis Program. We will review C/CAG's existing policy and the 2017 Congestion Management Plan to determine the best approach. We will explore the benefits associated with updating each of the different components of the TDM Plan, including goals and objectives, performance targets, revised point system, and trip reduction or mode shift targets.

Deliverable: Land Use Impact Analysis Program Update Approach Memorandum

Task 4 – Stakeholder Meetings

Stakeholder outreach and engagement is a crucial element for successful transportation demand management planning. At the most basic level, this includes keeping city/county staff informed, engaging with all interested and potentially impacted stakeholders, and providing multiple ways for stakeholders to access information and participate in the process.

Our team will work with C/CAG to identify stakeholders, issues, and methods of engagement to be used as part of the outreach conducted for this project. We recognize the importance of providing multiple opportunities for meaningful engagement, therefore, we will plan for up to three stakeholder meetings over the course of the project. We will use the stakeholder meetings to build understanding of issues, opportunities, and shared values to identify areas of agreement and consensus.

AMG will facilitate and organize 2-3 stakeholder meetings over the course of the project. AMG will prepare summaries of each stakeholder group meeting and submit to C/CAG no later than one week after each meeting. AMG and C/CAG will secure meeting locations and conduct correspondence with stakeholder group members.

Through our role in preparing transportation impact assessments for the San Francisco Planning Department, we engage with property owners, developers, and neighboring owners and residents regarding TDM programs and requirements. We work closely with the stakeholders at each project site to ensure that we understand travel patterns, the impacts that a proposed development may have on the local community, and what TDM measures will be the most effective.

In Contra Costa County, through our TDM work, we engage heavily with large employers and business parks to promote education to employees about transportation alternatives, provide grants for new initiatives, and fund incentive programs that encourage employees to take public transit. We are also collaborating with the County and local municipalities on the future of mobility, through planning for autonomous vehicles, bike share, and other initiatives.

Deliverables:

- Materials for each stakeholder meeting

- Summaries of each stakeholder meeting

Task 5 – Land Use Impact Analysis Program Update

Our team will work with C/CAG to update the Land Use Impact Analysis Program using the established approach developed in Task 3. Based on the results of Task 3, either all or some components of the Program will be updated, potentially including goals and objectives, performance targets, revised point system, and trip reduction or mode shift targets.

To complete the updates to the Land Use Impact Analysis Program, we will draw extensively on the Best Practices Review completed in Task 2. We will also incorporate feedback from initial stakeholder meetings as we develop the first draft of the Program Update. Once a draft has been completed, stakeholders will then have an opportunity to review and provide feedback on the updated Land Use Impact Analysis Program in its entirety. This feedback will then be incorporated into the final version.

The findings will be presented to the C/CAG Board of Directors, Technical Advisory Committee (TAC), Congestion and Environmental Quality Committee (CMEQ), and Bicycle and Pedestrian Advisory Committee (BPAC).

Deliverables:

- Land Use Impact Analysis Program Update Document
- Final Project Report
- Presentations to C/CAG Board, TAC, CMEQ, and BPAC

EXHIBIT B

COST PROPOSAL

Hourly billing rates for Advanced Mobility Group (AMG) are included in the table below.

Team Member	Classification (Project Role)	Hourly Rate	Overhead Rate	Fee	Fully Burdened Labor Rate	Task 1		Task 2		Task 3		Task 4		Task 5		Grand Total (All Tasks)	
						Project Management and Coordination with C/CAG Staff		TDM Best Practices Review		Establish Approach		Stakeholder Meetings		Land Use Impact Analysis Program Update		Hours	Amount
						Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
Corinne Dutra-Roberts	Vice President (Principal-in-Charge)	81.25	159%	10%	\$ 231.48	18	\$ 4,166.66	12	\$ 2,777.78	8	\$ 1,851.85	14	\$ 3,240.74	20	\$ 4,629.63	72	\$ 16,666.65
Michael Ohnemus	Senior Planner (Project Manager)	46.15	159%	10%	\$ 131.48	18	\$ 2,366.66	37	\$ 4,864.81	20	\$ 2,629.63	18	\$ 2,366.66	40	\$ 5,259.25	133	\$ 17,487.02
Christopher Thnay	Senior Planner/Engineer	86.06	159%	10%	\$ 245.18	4	\$ 980.74	1	\$ 245.18	1	\$ 245.18	4	\$ 980.74	0	\$ -	10	\$ 2,451.85
Joanna Liu	Senior Engineer	48.08	159%	10%	\$ 136.98	0	\$ -	18	\$ 2,465.64	10	\$ 1,369.80	0	\$ -	24	\$ 3,287.52	52	\$ 7,122.96
Joy Bhattacharya	Vice President (Project Advisor)	97.6	159%	10%	\$ 278.06	0	\$ -		\$ -	0	\$ -	0	\$ -	4	\$ 1,112.25	4	\$ 1,112.25
Totals by Task						40	\$ 7,514.07	68	\$ 10,353.41	39	\$ 6,096.46	36	\$ 6,588.14	88	\$ 14,288.65	271	\$ 44,840.72
Other Direct Costs																	
Travel							\$ 150.00						\$ 150.00				\$ 300.00
Meeting Materials/Equipment													\$ 525.00				\$ 525.00
Subtotals - ODCs								\$ 150.00		\$ -		\$ -		\$ 675.00		\$ -	\$ 825.00
GRAND TOTAL						40	\$ 7,664.07	68	\$ 10,353.41	39	\$ 6,096.46	36	\$ 7,263.14	88	\$ 14,288.65	271	\$ 45,665.72