

**AGREEMENT
BETWEEN
SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY
AND HNTB CORPORATION
FOR THE POLICY/PROGRAM MANAGEMENT SERVICES**

This Agreement entered this ___ day of _____ 2019, by and between the San Mateo County Express Lanes Joint Powers Authority hereinafter called “SMCEL-JPA” and HNTB Corporation, hereinafter called “Consultant”.

WHEREAS, the Joint Exercise of Powers Agreement for the San Mateo County Express Lanes was approved by the City/County Association of Governments (“C/CAG”) Board and the San Mateo County Transportation Authority (“SMCTA”) Board at their board meetings on April 11, 2019 and May 2, 2019, respectively; and

WHEREAS, the First Amended and Restated Joint Exercise of Powers Agreement for the San Mateo County Express Lanes (“JPA Agreement”) was approved by the C/CAG Board and the SMCTA Board at their respective board meetings on June 13, 2019 and July 11, 2019; and

WHEREAS, the JPA Agreement created the SMCEL-JPA to: apply to the California Transportation Commission in order to own, administer, and manage the operations of the San Mateo County Express Lanes (“Project”); to share in the ownership, administration, and management of any potential future express lanes within San Mateo County; to set forth the terms and conditions governing the management, operation, financing, and expenditure of revenues generated by express lanes in San Mateo County; and to exercise the powers as provided by law (including but not limited to California Streets and Highways Code Section 149.7, as it now exists and may hereafter be amended); and

WHEREAS, the JPA Agreement, attached hereto as Exhibit A and incorporated herein by this reference, defines the individual roles and responsibilities of the partnering agencies and certain staff, including the Executive Council, SMCTA and C/CAG staff, and the Policy/Program Manager (PPM) to the SMCEL-JPA; and

WHEREAS, the Board of the SMCEL-JPA desires to retain a PPM to perform the Scope of Work set forth in Attachment B and incorporated herein by this reference; and

WHEREAS, the Consultant represents that it is able to provide said services as described in Attachment A; and

WHEREAS, Consultant intends to provide PPM to the SMCEL-JPA for the Project, to be operated by Bay Area Infrastructure Financing Authority (“BAIFA”); and

WHEREAS, the parties hereto now wish to enter into this Agreement pursuant to which Consultant will render professional services in connection with the Project as hereinafter provided.

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

- 1. Services.** Consultant shall provide the services described in Attachment A (SCOPE OF WORK). Consultant will provide the SMCEL-JPA with an initial estimated hours and cost for each major task as described in Attachment A applying the billing rates set forth in Attachment B (KEY PERSONNEL HOURLY RATES), also attached hereto and incorporated herein by this reference. This estimate will form the basis of this Agreement's Not to Exceed Amounts. The consultant will be reimbursed for hours worked at the hourly rates in Attachment B. The hours and cost estimated for each major task may increase or decrease as needed, during the Agreement duration, but in no case shall the cumulative cost of work exceed the Not to Exceed Amount. Modifications to the task estimates shall be coordinated with the contract manager.

If additional work is identified that is not described in Attachment A, the SMCEL-JPA Board, through the Executive Council, will present the Consultant with a proposed amendment and request a cost proposal. The Consultant will provide the SMCEL-JPA with a cost proposal for the additional specific task applying the billing rates set forth in Attachment B.

The Consultant shall perform the services with the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession currently practicing under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any deliverable, in any form or media, produced in connection with the services.

Consultant shall have the right to reasonably rely on information, content, materials, or documents provided to the Consultant by the SMCEL-JPA, or any other Project participants, for the Consultant's performance of the services under this Agreement.

- 2. Compensation and Method of Payments.** Subject to duly executed amendments, the SMCEL-JPA will reimburse Consultant in performing services as described in the Attachment A on a time and materials basis, with rates and cost estimate based on Attachment B including (as applicable) surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, sub-consultants' costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee. For services provided during the first year of the Agreement (commencing November 1, 2019), payments to Consultant shall not exceed Six Hundred Seventy-Eight Thousand Nine Hundred Eighty-Four Dollars (\$678,984). For services provided during the second year of the Agreement, payments to Consultant shall not exceed Seven Hundred Two Thousand Seven Hundred Thirty-Two (\$702,732). Subject to SMCEL-JPA budget approval for FYs 2020/21 and 2021/22, the total Not to Exceed Amount for this Agreement is therefore One Million Three Hundred Eighty-One Thousand Seven Hundred Sixteen (\$1,381,716) ("Agreement Not to Exceed Amount"). At no point should the total compensation for all work performance be more than the Agreement Not to Exceed Amount.

The rates set forth in Attachment B may not be modified throughout the first year of this Agreement. Modification to the succeeding year shall be subject to annual escalation of not more than 3.5% and will be memorialized in writing by the parties. Any escalation amount above the 3.5% must be approved in writing by the SMCEL-JPA.

In addition, Consultant will be reimbursed for reasonable actual direct costs, other than travel and related expenses for travel within the nine Bay Area counties, not otherwise included in the rates provided in Exhibit B. These costs must be pre-approved by the contract manager in advance of

expenditure and are to be included towards the Agreement Not to Exceed Amount. All expenses must be supported by detailed receipts or similar documentation.

Consultant shall submit monthly invoices to the SMCEL-JPA which shall be reviewed by the SMCEL-JPA contract manager and approved by a member of the Executive Council and which shall identify expenditures and describe services performed in accordance with each task listed in Attachment A. The SMCEL-JPA shall pay to Consultant all undisputed amounts within thirty (30) days of the SMCEL-JPA's receipt of any Consultant invoice. If the SMCEL-JPA objects to any Consultant invoice, the SMCEL-JPA shall so advise Consultant in writing giving reasons therefor within seven (7) days of receipt of Consultant's invoice. The SMCEL-JPA shall have the right to receive, upon request, documentation substantiating charges billed to the SMCEL-JPA.

All invoices and/or requests for payments shall be submitted to the SMCEL-JPA contract manager:

San Mateo County Express Lanes Joint Powers Authority
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Van Ocampo

3. **Term.** Consultant's services hereunder shall commence on November 1, 2019, and shall be for a period of two years, unless extended by a duly executed amendment or earlier terminated by the SMCEL-JPA.
4. **Key Personnel.** The key personnel to be assigned to this contract by Consultant, their hourly rates, and the estimated hours to be supplied by each, are set forth in Attachment B, attached hereto and incorporated herein by this reference. Removal or substitution of any key personnel named in Attachment B will require the prior written notice to SMCEL-JPA. Any substitution shall be with a person of commensurate knowledge and experience, unless otherwise approved by the SMCEL-JPA. Consultant shall maintain records documenting compliance with this Article, and such records shall be subject to audit. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken.
5. **Amendments.** SMCEL-JPA reserves the right to request changes in the services to be performed by Consultant. All such changes shall be incorporated in written amendments that specify the changes in work to be performed and any adjustments in compensation and schedule. All amendments shall be executed by the Parties and be specifically identified as amendments to this Agreement. The SMCEL-JPA Executive Council, nor any member thereof, is designated as representative of the SMCEL-JPA for purposes of approving an amendment to this Agreement unless expressly so designated by the SMCEL-JPA Board.
6. **Relationship of the Parties.** It is understood that Consultant 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 with Consultant, its employees, agents, and permissible subcontractors, other than that of independent contractor. Consultant acknowledges that SMCEL-JPA has no employees, and neither Consultant nor its employees, agents, or permissible subcontractors acquire any of the rights, privileges, powers, or advantages of SMCEL-JPA employees. Consultant has no authority to contract or enter into any

agreement on behalf of SMCEL-JPA without the prior approval of the SMCEL-JPA Board. Consultant has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Consultant who are assisting in the performance of services under this Agreement. Consultant shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

7. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the SMCEL-JPA
8. **Termination.** This Agreement may be terminated by SMCEL-JPA at any time without a requirement of good cause upon thirty (30) days' advance written notice to Consultant. Consultant shall be entitled to receive payment for work/services provided up to the date of termination of the Agreement on a time and materials basis.

SMCEL-JPA may terminate this Agreement for cause. In order to terminate for cause, SMCEL-JPA must first give Consultant notice of the alleged breach. Consultant shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, SMCEL-JPA may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that SMCEL-JPA provides notice of an alleged breach pursuant to this section, SMCEL-JPA may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. SMCEL-JPA has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and SMCEL-JPA shall use reasonable judgment in making that determination.

9. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Consultant under this Agreement shall become the property of SMCEL-JPA and shall be promptly delivered to SMCEL-JPA. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law. Any use or reuse of any contract materials by SMCEL-JPA or any third party, whether finished or unfinished, for any purpose other than as specifically intended under this Agreement shall be at the user's sole risk and without liability or legal exposure to Consultant.
10. **Hold Harmless/ Indemnity.** Consultant shall indemnify and hold harmless the SMCEL-JPA, its board members, agents, officers, and employees from both C/CAG and the SMCTA involved the Project, against all claims, suits or actions of every name, kind, and description to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its agents, sub-consultants, officers or employees related to or resulting from the performance, or non-performance, under this Agreement.

The duty to indemnify and hold harmless as set forth herein shall include the duty to defend.

11. Insurance and Financial Security Requirements

Consultant shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment C, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to the SMCEL-JPA, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

Consultant or its sub-consultants 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 furnish the SMCEL-JPA with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the 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 the SMCEL-JPA of non-renewal, cancellation, or material modification of the policy. At no point should any of the Consultant's insurance coverage be lower or inferior to the minimum coverage required by SMCEL-JPA

Workers' Compensation and Employer Liability Insurance: The 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.

Liability Insurance: Consultant shall take out and maintain during the life of this Agreement insurance coverages to 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, and property damage under this Agreement, to the extent caused by Consultant or by any sub-Consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be not be less than \$1,000,000 for each occurrence unless another amount is specified below and shows approval by the SMCEL-JPA.

Required insurance shall include:	Required Amount
a. Commercial General Liability	\$ 1,000,000 per occurrence and annual aggregate
b. Workers' Compensation	\$ Statutory
c. Professional Liability	\$ 1,000,000 per claim and annual aggregate
c. Motor Vehicle Liability Insurance	\$ 1,000,000 combined single limit per accident

The SMCEL-JPA and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance

afforded thereby to the SMCEL-JPA, its officers, agents, employees and servants shall be primary insurance to the minimum limits of liability set forth in this Section of the Agreement, and that if SMCEL-JPA, 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, SMCEL-JPA 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.

- 12. Non-discrimination.** The Consultant and any sub-consultants performing the services on behalf of the Consultant 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.

Compliance with All Laws. Consultant 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, state law regarding conflicts of interest, and the SMCEL-JPA Conflict of Interest Code.

- 13. Sole Property of the SMCEL-JPA:** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the sole property of the SMCEL-JPA. Consultant shall not be liable for the SMCEL-JPA's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
- 14. Access to Records.** The SMCEL-JPA, or any of their duly authorized representatives, shall have access to any books, documents (including electronic), papers, videos voice recording, and records of Consultant, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for three years after the SMCEL-JPA makes final payments and all other pending matters are closed.
- 15. Merger Clause.** This Agreement, including all Attachments are hereto added 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 Agreement are not binding. All subsequent modifications shall 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 Attachment A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
- 16. 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.

- 17. 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:

San Mateo County Express Lanes Joint Powers Authority
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Sandy Wong

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

Jeff Watson
Vice President
HNTB Corporation
111 Broadway, 9th Floor
Oakland, CA 94607

18. Drafting. This Agreement was drafted with the joint participation of the parties. Any ambiguity contained in this Agreement shall not be construed against any party as the draftsman, but this Agreement shall be construed in accordance with its fair meaning.

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

HNTB Corporation (Consultant)

By: _____
Jeff Watson – Vice President Date _____

San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA)

By: _____
Alicia Aguirre – Chair Date _____

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Attachment A (SCOPE of WORK)

The following list outlines Consultant's scope of work for Toll System Program Management. This work specifically addresses management of the program and reporting to the SMCEL-JPA Board.

Within three months of the effective date of the Agreement, Consultant shall deliver a work plan for the first year of the Agreement based on the below categories of services. The work plan shall outline the schedule for delivery of the services described herein, identify appropriate dates or timeframes for deliverables, and provide estimated costs therefor.

a) SMCEL-JPA Board Support

Prepare presentations for the SMCEL-JPA Board to educate and advise the Board on tolling policies, toll policy implementation/ implications, and programs related to tolling operations. Responsibilities include:

- Report directly to the SMCEL-JPA Board on matters and issues affecting the policies and operation of the express lanes.
- Provide support related to Express Lane policies and programs for SMCEL-JPA Board and committee meetings including, but not limited to, providing meeting agenda, writing staff reports, making presentations, facilitating discussions and provide recommendation
- Prepare and furnish pertinent materials and data relevant to items for SMCEL-JPA Board and committee meetings including, a recommendation for action.
- Work in collaboration with the Executive Council, staff, and other stakeholders for all SMCEL-JPA Board and committee related matters.
- Provide SMCEL-JPA Board with quarterly written reports on work products and operations as well as how these work products and toll operation is affecting the finances of the SMC Express Lanes.
- Respond to applicable inquiries from the SMCEL JPA Board members, various stakeholders and the public, and/or coordinate with other staff and stakeholders to respond to inquiries.
- Advise SMCEL-JPA Board of tolling system industry trends and recommend changes according to best practices.
- Develop and recommend net toll revenue expenditure priorities to the SMCEL-JPA Board for approval, in collaboration with the Executive Council and in consideration of any and all existing agreements (e.g. SMCTA/SMCEL-JPA capital loan agreements, CCAG/SMCEL-JPA operations loan agreements), and consistent with provisions as set forth in Assembly Bill 194 (Frazier, 2015). These priorities shall include, but not limited to, loan payback, corridor improvement, extension north of 1-380, equity subsidy, facility upgrade.
- Identify, review, and recommend approval of appropriate changes to toll programs and policies; ensure consistency and support program goals.
- Provide other support to the SMCEL-JPA Board, as necessary and/or requested.
- Establish Documentation Retention Policies and maintain all SMCEL-JPA documents.

Deliverables Examples:

- Communication to the Board (Memo, letters, etc.)
- Meeting materials, staff reports, presentations, etc.
- Quarterly written reports on work progress operations, etc.
- Records
- White paper

b) Policy Formulation

Develop recommendations on toll policies and programs that factor industry/ regional tolling standards, the interest and goals of the SMCEL-JPA, and the feasibility of implementation.

Responsibilities include:

- Seek input from the Executive Council, BAIFA, relevant stakeholders, and other toll operators to develop and make recommendations on programs and policies to the SMCEL-JPA Board including, but not limited to: tolling principles, ordinances, discounts, equity, enforcement, penalties and net revenue expenditure priorities.
- Draft, finalize, and document toll principles, policies and ordinances for SMCEL-JPA Board approval.
- Research, identify, and analyze appropriate operational changes and revisions to any toll principles, policies, or ordinances revisions based on considerations of regional consistency, industry developments, community feedback, etc.
- Coordinate with the Toll System Manager (TSM) and Toll System Integrator (TSI) to ensure policies do not have technical or regulatory barriers to implementation.
- Consider regional consistency when developing recommendations.
- Participate, as necessary and/or requested, with appropriate stakeholder/public outreach meetings associated with policy development.

Deliverables Examples:

- Draft and Final version of Principles, Policy, Ordinance, etc.
- Other studies and reports as directed.

c) Equity Study

Assist SMCEL-JPA staff with the procurement of consultant who will be tasked with performing outreach and developing an equity study for the project and review deliverables for implementation feasibility. Responsibilities include:

- In collaboration with the Executive Council, and with input from BAIFA and other toll operators, assist in the development of the San Mateo Express Lanes Equity Study. This task shall include:
 - Developing the scope of work, Request for Qualification and Proposal, and Selection Criteria
 - Facilitate consultant selection to procure services.
- Review Equity Study consultant submittals (QA/QC).

- Participate in the Equity Study Steering Committee, which the Executive Council will be assembling.
- Coordinate with the System Manager and System Integrator to ensure recommended strategies in the equity study do not have technical or regulatory barriers towards implementation.
- Coordinate with BAIFA and other regional toll operators to ensure that the recommended strategies have some regional consistency and will not cause issues for other toll operators.
- Utilize results from the equity study to inform policy development.

Deliverables Examples:

- Equity study scope of work, request for qualification/proposals.
- Equity Study Consultant Agreement.
- Review, edit, and revise final draft of the Express Lane Equity Study.

d) BAIFA Interaction

Keep apprised and involved in BAIFA activities and protect/ project the interest of the SMCEL-JPA during the negotiation and development of technical documents. Responsibilities include:

- Participate in negotiations in all agreements involving BAIFA,
- Participate, as necessary and/or as requested in BAIFA's Start-up, Operations and Maintenance Planning. This task emphasizes, but is not limited to, work that supports operational readiness at the opening of the new express lanes. The PPM should also participate, if necessary and appropriate, in the review of the final design, installation, testing, and operational acceptance of modifications, enhancements and expansions of the express lane toll system.
- Coordinate with the Project Design Team, System Manager, and TSI, to ensure system design is consistent with project's Concept of Operations and System Engineering Management Plan.
- Prepare a Strategic Plan for the implementation of significant changes in tolling technology or business requirements.
- Review toll system enhancements; maintenance and tolling operations; integration with systems; enforcement approaches; and updates to the toll operation.
- Collaborate with BAIFA and make recommendation to the SMCEL-JPA Board on toll system and toll equipment maintenance and/or upgrades.
- Review and analyze toll reports and other data from BAIFA.
- Participate in the negotiation of any amendments to the contract with BAIFA, including but not limited to BAIFA's negotiation with the Toll System Integrator (TSI).
- Express Lane Operations. Assess any changes in operational staffing, and review and provide recommendations/analyses on operator-suggested system enhancements. If needed, review any operational documents and tools such as Standard Operating Procedures (SOPs), and assess their use and effectiveness.
- Review any operational readiness exercises; summarizing and analyzing data; and tracking issues.

- During ongoing operations, aid in identifying operations issues and refining practices and procedures.

Deliverables Examples:

- Recommendations and modification of documents stemming from reviews and assessments of contracts, agreements, and policy documents.

e) BAIFA Oversight, Contract Development and Administration.

Potential studies and evaluations, not identified at this time, may be needed in the future. It is expected that this task would allow the Consultant to assist SMCEL-JPA staff with the development of request for proposals and consultant procurement if needed. Responsibilities include:

- Participate in negotiating new contracts with agencies or consultants whose services may be required during the course of business by the SMCEL-JPA, as requested.
- Develop scope of work, requests for qualifications and proposals, and selection criteria; and facilitate consultant selection to procure services including, but not limited to: before/after studies, operational analyses, revenue analyses, and legislative reports, as related to operation of the express lanes.
- Participate in the development, management, implementation, and amendment, as necessary, of all SMCEL-JPA contracts related to operation of the express lanes including, but not limited to: BAIFA for on-going maintenance and upgrades, BATA for toll collection, Caltrans for maintenance, CHP for enforcement, loan agreements, and other agencies, as necessary.
- Perform oversight and management of applicable contracts, ensuring contractual compliance and facilitating contract issue resolution.
- Perform Contract Management and Administrative work, which may include:
 - Providing oversight, scheduling, administration, review and coordination for all work performed under such contracts.
 - Develop and maintain work plans, budget estimates, task orders and contract documents.
 - Monitor and report on work progress regularly.
 - Submit monthly invoices that track actual-to-budgeted cost and summarize work progress.
 - Coordinate with appropriate SMCEL-JPA staff on all aspects of this contract by email, phone and/or in person meeting.
 - Perform other contract administration tasks as required.

Deliverables Examples:

- Draft contracts, as applicable.
- Scope documents, requests for qualification/proposals, other documents for contract services, as applicable.
- Status reports and updates of contracts and work progress.

f) Stakeholder Collaboration and Coordination.

Disseminate and translate technical concepts from working groups to appropriate SMCEL-JPA staff and stakeholders. Articulate the SMCEL-JPA goals and interest to stakeholders and partners. Responsibilities include:

- Represent San Mateo County Express Lanes interests at regional and other express lanes forums, in collaboration with Executive Council.
- Facilitate the flow of pertinent information to and from various stakeholders. This may take the form of written memos, meetings, webinars, etc.
- Schedule and lead meetings, preparing agendas and materials, tracking action items, documenting approaches, practices, procedures and lessons learned for operation improvement, now or in the future.
- Collaborate with the Executive Council as well as appropriate staff and County Counsel in order to make recommendations to the SMCEL-JPA Board on various matters including, but not limited to, Toll Expenditure Plan and the SMCEL-JPA Budget.
- Coordinate with Executive Council, appropriate staff and County Counsel for their individual functions in developing materials, contracts, presentations, etc. related to SMCEL-JPA businesses.
- Provide input towards the development of the annual budget including revenue projections for SMCEL-JPA Board approval.
- Develop and implement Equity Program as approved by SMCEL-JPA Board.

Deliverables Examples:

- Input to draft Budget
- Notes and communication to disseminate information to the SMCEL-JPA Board, Executive Council and other staff.
- Conference calls and meetings with Executive Council and appropriate staff.

g) Technical and Strategic Recommendations.

Recommend strategies to the SMCEL-JPA Board regarding appropriate technical and technological projects in order to enhance the business operations. Provide technical expertise that conforms to industry standards. Responsibilities include:

- Business Operations – examples include: Review and analyze the impacts of BAIFA business rules, procedures, and policies on San Mateo County Express Lanes revenues, and recommend county specific changes.
- Technology – examples include: planning for and deployment of emerging technologies (e.g., 6C toll tags, vehicle occupancy detection, mobile/web applications, connected or autonomous vehicles, and other future technology developments); and integration or coordination with traffic and corridor management systems.
- Technical expertise and strategic recommendations shall conform with the industry's 'best practice' and trends, consider regional consistency, and balance cost and benefit at an acceptable risk.
- Program Delivery – examples include: contracting approaches, innovative project delivery approaches, and funding to support implementation of the express lane segments beyond those in the current funded program.
- Conduct industry, product, peer and other research, and perform analysis;

- Communicate with toll operators on regional, state and national tolling issues;

Deliverables Examples:

- Research white papers and/ or reports.
- Working group/ committee agenda, minutes, staff reports when applicable
- Decision documents
- Applicable draft contract agreements

h) Support Outreach and Education Strategy Implementation.

Work closely with the Public Information arm of the SMCEL-JPA by providing technical insights towards the development of outreach materials and making presentations, as necessary.

Responsibilities include:

- Collaborate on public outreach campaigns as it relates to: review of public education plans and survey tools (if requested) public meeting announcements, responding to public inquiries, website maintenance, public outreach events, lane-opening kick-off events, lane-closures, maintenance, etc.
- Provide input to the public outreach strategies and provide technical assistance in the development of outreach materials.

Deliverables Examples:

- Announcements, factsheets, and flyers as directed.

i) Program Controls, Coordination, and Risk Management.

At program level, as opposed to individual segments, projects, systems, or contracts, give advice to the SMCEL-JPA Board on revenue, expenditure and trend forecast, identifying potential program risks. Responsibilities include:

- General – Advise on overall approach and level of effort; document approach and update documentation as needed.
- Revenue, expenditure, and trend forecasts – Support JPA Finance in monitoring and updating revenue and expenditure forecasts, as needed, to examine Express Lanes toll operation performance
- Cost review – Review cost estimates developed by designers or contractors. This will largely be capital cost estimates but could include some operating costs.
- Document control - Maintain a database of official SMCEL-JPA program documents
- Identify, define and assess potential program risks and uncertainties related to cost, funding, schedule, coordination, technical issues or institutional considerations at all program stages. Assess the probability of occurrence, level of impact to costs and schedule, and identify possible mitigations at each stage, as required to maintain risk at an acceptable level. Calculate a value for risk exposure.
- Recommend appropriate insurance policies and products and assist in the procurement of same.

- Maintain a schedule that tracks relevant tasks and milestones for program-wide activities and projects. Identify any schedule dependencies and deficiencies, and work proactively to identify risks, mitigations and solutions to conflicts.

Deliverable Examples:

- Documentation of risk exposure and mitigation recommendations upon request.
- Development and maintenance of a schedule for major relevant tasks and activities.

DRAFT

Attachment B
(KEY PERSONNEL HOURLY RATES AND COST ESTIMATE)

Hourly billing rates for HNTB Corporation (Consultant), are included on the following pages:

DRAFT

Attachment B: Key Personnel Rates and Cost Estimate

Cost per Task by Fiscal Year	FY 2019 /2020*		FY 2020 /2021		FY2021 /2022*	
	Hours	Cost	Hours	Cost	Hours	Cost
General Project Management and Administration	64	\$13,008	96	\$19,944	32	\$6,720
Task List from Attachment A of Contract						
a) SMCEL-JPA Board Support	128	\$56,064	192	\$86,016	64	\$28,992
b) Policy Formulation	80	\$33,104	120	\$50,792	40	\$17,120
c) Equity Study	96	\$42,048	144	\$64,512	48	\$21,744
d) BAIFA Interaction	224	\$83,776	336	\$128,576	112	\$43,344
e) BAIFA Oversight, Contract Development and Administration	144	\$76,608	336	\$117,600	112	\$39,648
f) Stakeholder Collaboration and Coordination	96	\$38,176	144	\$58,576	48	\$19,744
g) Technical and Strategic Recommendations	144	\$48,736	216	\$74,816	72	\$25,224
h) Support Outreach and Education Strategy Implementation	80	\$33,104	120	\$50,792	40	\$17,120
i) Program Controls, Coordination and Risk Management	64	\$28,032	96	\$43,008	32	\$14,496
Totals	1120	\$452,656	1800	\$694,632	600	\$234,428

Cost per Task by Term year	First Year		Second Year	
	Hours	Cost	Hours	Cost+
General Project Management and Administration	96	\$19,512	96	\$20,160
Task List from Attachment A of Contract		\$0		\$0
a) SMCEL-JPA Board Support	192	\$84,096	192	\$86,976
b) Policy Formulation	120	\$49,656	120	\$51,360
c) Equity Study	144	\$63,072	144	\$65,232
d) BAIFA Interaction	336	\$125,664	336	\$130,308
e) BAIFA Oversight, Contract Development and Administration	336	\$114,912	336	\$118,944
f) Stakeholder Collaboration and Coordination	144	\$57,264	144	\$59,232
g) Technical and Strategic Recommendations	216	\$73,104	216	\$75,672
h) Support Outreach and Education Strategy Implementation	120	\$49,656	120	\$51,360
i) Program Controls, Coordination and Risk Management	96	\$42,048	96	\$43,488
Totals	1800	\$678,984	1800	\$702,732

\$1,381,716 Two year total
Not to Exceed Amount

*Partial Fiscal Years

+Hourly Rate Increases by 3.5% on the second year

Attachment C

INSURANCE AND FINANCIAL SECURITY (BOND) PROVISION

DRAFT