

DRAFT
AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ALTA PLANNING + DESIGN, INC.

This Agreement is entered this [DAY] of [MONTH], [YEAR], by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and Alta Planning + Design, Inc., hereinafter called “Consultant.”

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

WHEREAS, C/CAG Board of Directors directed staff to investigate the feasibility of a micromobility program, compile research and best practices, and develop program guidelines to support jurisdictions that wish to launch a micromobility program; and

WHEREAS, C/CAG has allocated Federal Surface Transportation Block grant and funding from the local Congestion Relief Plan to develop a San Mateo County Shared Micromobility Feasibility Study and Implementation Plan; and

WHEREAS, C/CAG determined the need for outside consultant services to assist in preparing the San Mateo County Shared Micromobility Feasibility Study and Implementation Plan; and

WHEREAS, the purpose of a San Mateo County Shared Micromobility Feasibility Study and Implementation Plan herein referred to as the “PROJECT”, is to investigate the feasibility of a micromobility program in San Mateo County; and

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

WHEREAS, the total amount available to Consultant under this Agreement is not to exceed \$99,994; and

WHEREAS, by adoption of RESOLUTION 21-86, the C/CAG Board of Directors approved the PROJECT and authorized the C/CAG Executive Director to execute an agreement with Consultant to provide services indicated in Exhibit A, *Scope of Work*, to assist C/CAG and further authorize the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution, in a cumulative amount not to exceed ninety-nine thousand and nine hundred and ninety-four dollars (\$99,994).

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

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).
In the performance of its services, Consultant warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, under the same or similar circumstances, in the State of California, during the same period of time (Standard of Care), and Consultant warrants that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.
2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall reimburse Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed ninety-nine thousand and nine hundred and ninety-four dollars (\$99,994), as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants’ costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant that has been reviewed and approved by C/CAG, identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Consultant will be reimbursed promptly according to California Regulations upon receipt by C/CAG Project Manager 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 deliverable or each task as applicable. Invoices shall follow the format stipulated for the approved Exhibit B, *Project Budget and Schedule* and shall reference this Agreement project title. Final invoice must contain the final cost and all credits due C/CAG. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant’s work. Invoices shall be mailed or emailed to C/CAG Project Manager at the following address:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kim Wever
kwever@smcgov.org

- 2.1. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the C/CAG Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special

problems encountered, so remedies can be developed. Consultant's Project Manager shall meet with C/CAG Project Manager, as needed, to discuss progress on the Agreement.

3. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 17. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
4. **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 C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
5. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant 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 Consultant.
6. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
7. **Contract Term/Termination.** This Agreement shall be in effect as of [DATE], and Consultant shall commence work after notification to proceed by C/CAG Project Manager, and the Agreement shall terminate on September 30, 2022 provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this Section, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement. Consultant may terminate this Agreement after 30 days' prior written notice to C/CAG if C/CAG breaches this Agreement or fails to pay Consultant pursuant to the terms of this Agreement and C/CAG fails to cure within 30 business days after receipt of Consultant's notice, or such longer period of cure as Consultant may specify in such notice.

8. **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 C/CAG.
 - 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.

9. **Hold Harmless/Indemnity.**

- a. *General.* Consultant shall indemnify C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions resulting, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended. However, Consultant's duty to indemnify under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code but in no case shall the cost for defense exceed the Consultant's proportionate share of fault.

This indemnification provision will survive termination or expiration of this Agreement.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how,

and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

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

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

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

10. Disadvantage Business Enterprises (DBE) Participation.

- a.** Consultant, subrecipient (C/CAG), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract

(49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, C/CAG shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

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 C/CAG in a good faith effort to achieve California's statewide overall DBE goal.

- b. The goal for DBE participation for this Agreement is 25%. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: 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. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient 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 Consultant from future proposing as non-responsible

e. Termination and Substitution of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains C/CAG's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without written authorization from C/CAG. Unless C/CAG's written consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

C/CAG authorizes a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. C/CAG stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet C/CAG's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. C/CAG determines other documented good cause exists.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and C/CAG of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.
3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

The C/CAG's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

C/CAG shall request Consultant to:

1. Notify the C/CAG's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Local Assistance Procedures Manual (LAPM) Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to C/CAG. Upon work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Local Assistance Procedures Manual (LAPM) Exhibit 17-O, form and submit the form to C/CAG within 30 days of contract acceptance.

Upon work completion, Consultant shall complete Local Assistance Procedures Manual (LAPM) Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to C/CAG within 90 days of contract acceptance. The C/CAG will withhold \$10,000 until the form is submitted. C/CAG will release the withhold upon submission of the completed form.

In C/CAG's reports of DBE participation to Caltrans, C/CAG must display both commitments and attainments.

- 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 to 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 Consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- k. 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 shall be reported to C/CAG's Project Manager within thirty (30) calendar days.

- l. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th day of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to C/CAG.
- m. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

11. **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 C/CAG with Certificates of Insurance evidencing the required coverage and shall 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 C/CAG 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 C/CAG 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	_____

Except for Professional Liability and Worker's Compensation, 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, 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 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 and payment pursuant to this Agreement.

12. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of 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.

14. **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 C/CAG. 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.
15. **Substitutions.** If particular persons or classifications are identified in Exhibit C as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.
16. **Sole Property of C/CAG.** 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 property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
17. **Record Retention; Right to Monitor and Audit.**
- a. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and C/CAG 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. C/CAG, 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.

- b. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
- c. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
- d. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

17.1. 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 C/CAG's Finance Department.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by C/CAG's Finance Department of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by C/CAG 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, C/CAG, 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 C/CAG 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 C/CAG at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, C/CAG 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 the Independent Office of Audits and Investigations (IOAI). IOAI, 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 C/CAG 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 IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI 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 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, C/CAG 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 IOAI.

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 IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI 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. IOAI 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 IOAI 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 C/CAG final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of C/CAG; and, (3) IOAI has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO C/CAG** 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 C/CAG and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.
18. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
19. **Lobbying.** Consultant agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.
20. **Merger Clause; Amendments.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding 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 amendments shall be in writing and signed by the C/CAG Chair. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A or B attached hereto, the terms, conditions or specifications set forth herein shall prevail.
21. **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.
22. **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: Kim Wever

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

Alta Planning + Design, Inc.
304 12th Street, Suite 2A
Oakland, CA 94607
Attention: Libby Nachman

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

Alta Planning + Design, Inc. (Consultant)

By _____ Date _____
Natalie Lozano
Vice President

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

By _____ Date _____
Sean Charpentier
C/CAG Chair

By _____ Date _____
Melissa Andrikopoulos
C/CAG Legal Counsel

Exhibit A

SCOPE OF WORK

a) Work Plan

Task 1. Project Administration and Meetings

1.1 Kick-off meeting

- The Alta Team will plan and facilitate a project kick-off meeting with C/CAG's project manager and other core project team members, as determined by C/CAG.

Recommended objectives for the kick-off meeting include:

- Establish overall expectations, including communication channels and protocols
- Define project goals and objectives
- Confirm or refine the scope of services, deliverables, and project tasks
- Update the project schedule and budget
- Review available guidelines and other related materials
- Discuss available data
- Discuss potential list of stakeholders

Our team will prepare notes from the kick-off meeting and follow with a data request memo detailing the data needed to produce base maps and perform analyses in Task 2.

1.2 Project Coordination

We take quality control, communication, and project value very seriously. Alta's Project Manager, Libby Nachman, will meet with the C/CAG Project Manager weekly (by phone or video conference), anticipating up to 40 meetings (30 minutes each). Alta will prepare agendas and meeting notes covering the discussion items and a list of decisions/actions items with the responsible party for each task.

To meet the proposed project schedule, we anticipate that the C/CAG Project Manager will have up to two weeks to review and send comments for each deliverable.

Monthly Invoicing: Alta Uses Deltek Vision to manage projects. This software allows Alta's project managers to track project costs in real time, maintain a schedule of future labor hours, and produce monthly progress reports. With each monthly invoice, Alta's Project Manager will provide a progress report that summarizes tasks completed, and outlines tasks to be completed over the next 30 days.

1.3 Ad Hoc Advisory Group Coordination

Alta will support C/CAG staff with the development of an ad hoc advisory group comprised of planners, local businesses, community-based organizations representatives, and other stakeholders to support the study process. Alta expects C/CAG staff to coordinate meeting scheduling and to send out meeting invitations. Alta proposes the following stakeholders be considered in an invitation to the ad hoc advisory group:

- Planners from cities in San Mateo County
- Caltrain
- SamTrans
- BART
- San Mateo County's Transportation Demand Management Agency
- Commute.org
- Silicon Valley Bicycle Coalition

We recognize that ad hoc advisory group members are busy and have multiple competing priorities for their time. It is important to give them clear, concise information and to use their time to address the most important decisions for the plan and its products. To make the most efficient use of the group's collective time, we will:

- Pre-survey the committee members to identify their areas of interest and concern.
- A week in advance of each meeting, provide an agenda and a short summary of the questions to be answered or advice provided at the meeting. Review materials will include only the most relevant information, with technical documents provided to participants with more interest.
- Within a week of the meeting, provide minutes to the members

that specify decisions made and action items identified.

Alta will conduct ad hoc advisory group meetings using a variety of exercises and techniques to quickly elicit input and engage with groups. These may include small group exercises, map exercises, polling, and other methods that are effective at seeing that everyone participates. We recommend the following four meetings be conducted as part of the core effort:

1. KICK-OFF/STRATEGY SESSION

- Facilitated discussion of priorities for advisory group members
- Discuss program goals and objectives
- Initial discussion of management capability

2. DEFINE FEASIBILITY

- Review of feasibility assessment and feedback for development of recommendations
- Discuss project vision and performance metrics

3. DEFINE IMPLEMENTATION

- Review progress on implementation recommendations and provide feedback
- Discuss opportunities and challenges related to permitting and licensing

4. REVIEW/ENDORSE PLAN

- Review and endorsement of the draft plan document
- We anticipate that the County will provide facilities and any refreshments, should in-person gatherings be permitted under City COVID-19 guidelines.

1.4 Committee and Board Coordination

C/CAG's committees and Board are critical partners in helping the County develop a high-quality shared micromobility feasibility study that reflects the community's needs and vision. Alta will provide progress updates at six C/CAG committee meetings and three Board meetings. When time allows, Alta will use the time to gather input and obtain feedback on goals, products and study deliverables.

Task 1 Deliverables:

- » Kick-off Meeting Agenda, Facilitation, and Notes
- » Data Request Memo
- » Weekly Project Meeting Agendas and Notes
- » Monthly Invoices and Progress Reports
- » Ad Hoc Advisory Group meetings (4)
- » C/CAG committee meetings (6)
- » Board meetings (3)

Task 2. Evaluate the Feasibility of a Micromobility Program

2.1 Data Inventory, Collection, and Analysis

The Alta team will complete a local data inventory and resulting analysis that includes:

- Inventory of existing conditions via analyses using GIS and other available data sources
- Compendium of current policies and recommendations that could impact micromobility feasibility from adopted plans, local ordinances, studies, and initiatives

Existing Conditions Inventory. The team will gather relevant information in order to prepare for the subsequent subtasks in Task 2. This includes gathering the relevant GIS data files in order to develop base maps. Base maps will lay the foundation for a preliminary "opportunities and challenges" evaluation that clearly identifies elements that help to support micromobility, such as key destinations, along with elements that provide challenges to successful shared micromobility, such as highway barriers, large parking lots, and hills.

Review of Previous Policies, Plans, and Studies. We will highlight policy, infrastructure, and program recommendations that could have an impact on a future micromobility program, such as local bicycle/active transportation plans, the San Mateo County Active Transportation Plan, and the Peninsula Bikeway. We will also review local ordinances which may impact micromobility implementation. The recommendations found in these reports will bolster Alta's understanding of the critical issues, many of which will be referenced in our opportunities and challenges analysis and mapping.

The Alta team will summarize existing conditions via a series of maps, and provide a matrix summarizing relevant policies, plans and studies, both of which will be incorporated into the Draft Feasibility Memo.

2.2 Micromobility Demand Analysis and Mapping

The Alta team will utilize its GIS-modeling data-based technique to capture relative demand for a micromobility program throughout San Mateo County. Micromobility demand is a measure of the relative strength of each area within the County to generate micromobility trips. We will complete a quantitative and qualitative analysis using the following inputs, if available:

- Where people live: location and density of housing
- Where people work: location and density of employment
- Where people shop and eat: location of retail and restaurants
- Where people visit: location of hotels and tourist destinations
- Where people take transit: weighted location of transit hubs and bus lines and stops

- Where people recreate: locations of parks and greenways
- Identification of key destinations and land use
- Identification of trails and bikeways

Based on this analysis, Alta will also identify and summarize potential user groups who may benefit from a micromobility system in San Mateo County.

2.3 Micromobility Barriers Analysis and Mapping

The Alta team will complement the demand analysis with an analysis that highlights the barriers to bicycling that typically play a role in reducing demand for micromobility. This includes steep topography, natural features, rail lines, highways/arterial roads, wide intersections, gaps in bike infrastructure and low-intensity land uses such as auto-oriented commercial areas, and surface parking lots. When significant barriers exist adjacent to, or between, areas of higher relative demand, the viability of micromobility within that particular area could be in jeopardy unless changes are made.

2.4 Equity Analysis

Equity in transportation seeks fairness in mobility and accessibility to meet the needs of all community members. A central goal of transportation equity is to facilitate social and economic opportunities through equitable levels of access to affordable and reliable transportation options based on the needs of the populations being served, particularly populations that are traditionally underserved. To see that decision-makers and the public understand the equity-related consequences of their transportation decisions, we work closely with our clients to select meaningful metrics and emphasize the use of visual communications to make outcomes clear and easy to understand. We help agencies better understand the needs of all transportation users within their jurisdiction and support them in making decisions that best serve their community. In this section, we outline our methods for making sure equity goals are met for a shared micromobility program in San Mateo County.

Geospatial data is a key component for determining the relationships between existing transportation facilities, the surrounding environment, and the demographics of the people that use and interact with these amenities. We will use MTC Communities of Concern data, as well as collision data, to highlight Equity Priority Areas across San Mateo County. The equity index will inform the evaluation of service options, geographic service area, and recommended policies and programs.

2.5 Program Opportunity and Resource Analysis

Using the combined analyses of Tasks 2.1 through 2.4, we will evaluate multiple scenarios for program structure and scale, including countywide, multi-jurisdictional or local. We will determine whether micromobility demand, barriers, and equity needs support a concentrated program in an urbanized

downtown area, or a more dispersed system that has satellite clusters in pockets of density throughout the County, or a combination of the two. We will combine this understanding of program opportunities that can best meet the needs of San Mateo County, with an assessment of technical and operational feasibility for a system of that size. The assessment will consider whether the following resources are aligned with the requirements of a future program for San Mateo County:

- **Management Capability:** The project team will discuss options for system management with members of the ad hoc advisory group. Based on that conversation, as well as Alta's knowledge of management arrangements in similar systems across the country, Alta will evaluate whether options exist in San Mateo County for system management. This can include staff capacity for contract management and administration, agency partnerships, and project leadership, among other factors.
- **Vendor Availability:** Based on our experience securing vendors for communities and programs of all sizes, Alta will evaluate vendor availability for a system in San Mateo County. This analysis will include a description of sample vendors who work in communities similar to San Mateo County and provide systems of similar size to the recommended program size.
- **Funding Capacity:** Based on our experience assisting communities in securing major and minor micromobility sponsors, Alta will evaluate funding potential for bike and scooter share in the San Mateo area. This analysis will include a description of typical public and private sector funding sources and their appropriateness and potential level of impact in San Mateo County.

2.6 Feasibility Conclusions

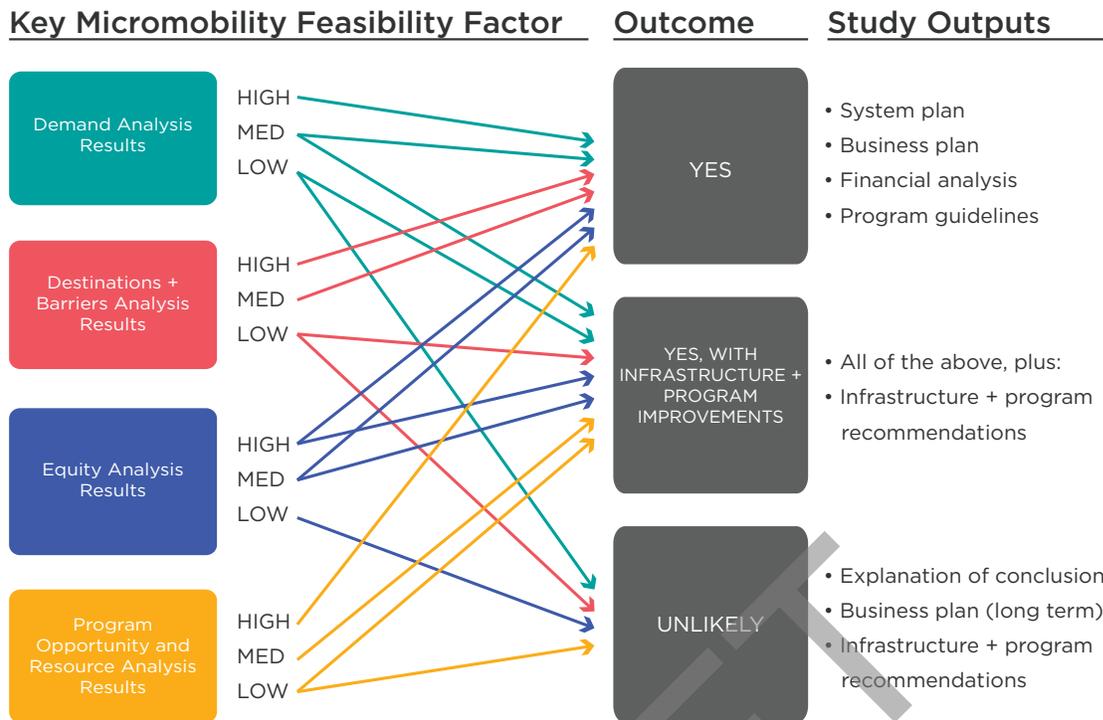
The Alta team will incorporate the analyses from Tasks 2.1-2.5 to develop preliminary recommendations for a feasible shared micromobility system for San Mateo County. The recommendations will be informed by the goals and objectives developed for the study (Task 3.1).

Determining feasibility is very rarely a "yes" or "no" conclusion. Instead, Alta will lay out the steps necessary to improve conditions for micromobility in the County and/or describe the marketing programs necessary to increase demand for shared micromobility in San Mateo County.

Alta will provide these recommendations in a Draft Feasibility Memo and will make one set of revisions based on consolidated, internally-consistent comments from the County to produce a Final Feasibility Memo.

Task 2 Deliverables:

- » Draft Feasibility Memo



Determining feasibility is very rarely a “yes” or “no” conclusion. There are many factors to consider when evaluating the feasibility of a bike share system. We evaluate and draw conclusions based on the specific makeup of these factors in San Mateo County.

» Final Feasibility Memo

populations underserved by transit could conflict with another goal to generate revenue for the County.

Task 3. Micromobility Program Benefits, Goals, and Performance Measures

3.1 Program Goals and Objectives

Alta proposes to develop program goals and objectives concurrently with Task 2 in order to inform the feasibility analysis. The goals of the program are fundamental to understanding the potential success of a micromobility program in San Mateo County. For example, a program with goals around visitor transportation or minimizing public investment to fund the program would be assessed differently than one that prioritizes equitable access to transportation for residents or achieving mode shift targets.

Alta will work closely with the County and the ad hoc advisory group to develop goals and objectives for the potential micromobility program. Establishing goals is a critical step to help set the course for the subsequent business planning and system planning tasks. Alta will develop a matrix of potential goals—e.g. maximize revenue, mobility for under-served communities, enhance connections to transit, etc.—and the tradeoffs necessary in order to prioritize one over another. For example, a goal related to improving mobility options for

3.2 Vision Statement and Performance Measures

Once a feasibility determination is made (Task 2.6), Alta will work with the County and ad hoc advisory group to develop a vision statement for the program. The vision will be a broad and inspirational statement that presents the desired future state related to a shared micromobility program.

Alta will also develop performance measures for the goals identified in task 3.1. Alta will work with County staff to identify aspirational, but achievable measures related to program success, such as:

- Rides per vehicle per day
- Average trip length
- Average trip time
- Number of memberships
- Number of equity memberships (low-income, student, etc.)

Task 3 Deliverables:

- » Draft Program Benefits, Goals and Performance Measures Memo

- » Final Program Benefits, Goals and Performance Measures Memo

Task 4. Document Best Practices

This task will look at micromobility systems and programs across North America that may be relevant to micromobility share in San Mateo County. The results of this task will be combined with the existing conditions analysis to guide the development of the service options. Specific tasks will include:

A. PEER SYSTEM COMPARISON

Alta maintains information on dozens of micromobility systems in the United States, and many more around the world. Using this information, we will identify key lessons from up to three shared micromobility systems in communities that are similar to San Mateo in land use, demographics, bicycle mode share, climate, and/or micromobility program goals and other characteristics. We see value in examining nearby programs like Bay Wheels and the new bike share programs in the City of Richmond and Marin County. The selected case studies will vary in system type and business model. Alta will identify implementation characteristics that have led to the systems' success.

B. KEY CONSIDERATIONS FOR SAN MATEO COUNTY

Based on the case studies and what we know of the state of the practice for shared micromobility, Alta will identify which of the following topics are most relevant to San Mateo County and will synthesize key considerations:

- Operational models: What operational models exist for shared micromobility programs?
- Implementation process: What has been successful when implementing a system in other communities?
- Funding mechanisms: How might the system be funded?
- Payment options: What options exist for payment beyond a credit card and smartphone?
- Data sharing requirements: What are industry standards for data sharing?
- Phasing strategy: How have successful programs been phased?
- Parking strategy: How might shared micromobility impact existing parking?
- Education campaigns to encourage bike share and scooter share safety: What programs and strategies are likely to be the most effective to meet user education goals?
- Equity, accessibility, and liability issues: What programs and strategies are likely to be the most effective to meet equity and accessibility concerns? What are potential liability considerations?

Alta will provide this information in a memo and will make one set of revisions based on consolidated, internally-consistent

comments from the County.

Task 4 Deliverables:

- » Draft Best Practices Memo
- » Final Best Practices Memo

Task 5. Implementation Recommendations: Pilot Locations Identification and Financial Analysis

5.1 System Types and Recommendation

Alta will develop service options for shared micromobility in San Mateo that reflect current innovations in the industry. Alta will prepare a memo summarizing the pros and cons (as it relates to San Mateo County) of each of the options. The service options will include a mix of dock-based, hybrid, and dockless systems with electric-assist bicycles and scooters. The memo will document each system's characteristics including:

- User interface (methods to check out and return a bike)
- Membership options
- Typical operations
- System size and service area size
- Feasibility considerations
- Cost considerations
- Example providers

Based on the findings from the previous tasks, Alta will determine a preferred system type. We will make a decision-matrix to evaluate the service options on the likelihood of meeting the micromobility system goals and objectives.

5.2 Plan Development

Alta will define key system parameters that are customized to San Mateo County's context and best suited to serve the specific goals and objectives of the community. Alta's experience in planning micromobility programs and our specially-designed planning tools will inform this process, along with our findings from the outreach and analyses in prior tasks.

The system plan will recommend:

- An appropriate program service area, with map
- The recommended density of stations and/or hubs
- An appropriate program size, specifying recommended quantities of micromobility vehicles and of stations or hubs and the device-to-dock ratio
- Locations for the micromobility stations and/or hubs in priority order
- A phasing concept that considers a Phase 1 launch area and

areas for expansion

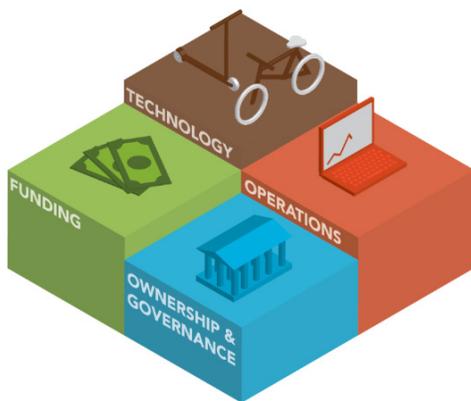
- Appropriate pricing
- Innovative and cost-effective bike rebalancing strategies
- Specific procedures for maintenance and repair

5.3 Business Plan and Financial Analysis

Building from the initial findings in the Task 2 assessment, we will leverage our team's extensive experience in micromobility business and financial planning to create actionable recommendations for implementation. There is great diversity in how micromobility systems are organized and operated. The Task 3 program goals, Task 2 analyses, and Task 4 summary of best practices will provide a basis for evaluating options across the following basic components of the system's business model:

- **Ownership and Governance:** Who owns equipment and holds the financial risk; who is responsible for oversight and decision making, including system size, operating structure, and user costs; what ownership model will be used (for-profit, public, or non-profit); will the system be directly operated or contracted out to a third-party vendor?
- **Operations:** How are program operations structured? Is the program owner or a third-party responsible for operations?
- **Technology:** What type of equipment will be used? What method is used by riders to access equipment? What kind of technology is used to monitor the program?
- **Funding:** How are operations and capital costs funded? What is the program funding needs?

The study team will develop a list of potential business plan options and work with the stakeholders to identify the three most promising alternatives for a more detailed evaluation. The team will utilize its existing micromobility financial model to forecast costs associated with each alternative, including operational, administrative, capital, and state-of-good-repair needs. For any options that envision privately funded/operated



Typical components of micromobility business plans
(image from Foursquare ITP)

micromobility, we will explore regulatory and administrative costs for local jurisdictions. Finally, the team will conduct a strengths, weaknesses, opportunities, and threats (SWOT) assessment focused on evaluating how each alternative adheres to the project's goals and objectives to help guide the selection of a preferred alternative (or set of alternatives).

5.4 Example Request for Proposals for Micromobility Vendors

Alta has worked with dozens of communities to develop RFPs for micromobility vendors. Alta will provide up to five example RFPs for communities similar to San Mateo in land use, demographics, bicycle mode share, climate, and/or micromobility program goals and other characteristics.

Task 5 Deliverables:

- » Draft Implementation Recommendation Memo
- » Site Location Evaluation Framework
- » Prioritized Site List
- » Final Implementation Recommendation Memo
- » Sample procurement documents for micromobility vendors

Task 6. Develop Program Guidelines and Regulatory Framework

Foursquare ITP will lead the development of program guidelines and regulatory framework. The firm has worked closely with jurisdictions and micromobility programs to develop such guidelines in other communities. Most recently they led the procurement of a new bike share franchise for the City of Philadelphia, developed a micromobility regulatory framework for a community in suburban Washington, DC and assisted Detroit's MoGo bike share program adopt a new pricing structure.

The work of this task falls into three broad categories:

- **Program Guidelines:** This is the guidance that will help shape the direction of micromobility in San Mateo County. Key aspects of program guidance include rules around the management of micromobility in the right-of-way, design principles for the expansion and deployment of new vehicles and/or stations, equity standards, safety standards, and risk reduction/liability management. The guidelines will outline the licensing and permitting structure, enforcement strategies, and bond, insurance, and/or fees.
- **Permitting Application:** We will prepare a draft and final

Equity

Equity is one of the biggest challenges facing micromobility today. Micromobility riders tend to be younger and more affluent than the general population. Systems have made strides in improving program equity. Our team will leverage the work conducted by organizations like the Better Bikeshare Partnership and NABSA to apply best practices in equity. Equity should be reflected in all parts of the planning and implementation process, from engaging a diverse range of individuals and building partnerships with key community groups, to putting in place equity-driven requirements around the deployment, management, and pricing of micromobility programs. Foursquare ITP has worked closely with two leaders in micromobility equity in the United States (Philadelphia's Indego program and Detroit's MoGo) and their team runs the Community Partners program for bike share in Washington, DC.

permitting application and policy template based on the agreed-upon program guidelines. We will work with the ad hoc advisory group to identify the most appropriate permitting/licensing structure. Key factors to consider are limits on the number of operators, number of vehicles, vehicle deployment standards, and right-of-way management regulations. The permitting application will reflect relevant aspects of implementation alternatives identified in Task 5, such as technology requirements.

- **Inter-Jurisdictional Coordination:** Finally, our team will develop guidance on inter-jurisdictional coordination. Key factors to consider are what aspects of the micromobility program will be managed at the County level vs. the municipal level, and regulations around managing cross-jurisdictional travel. In the instance of public funding being applied to the program, we would identify strategies for revenue and cost sharing.

To develop the materials for this task, the team will consult a variety of sources. The Bay Area already has a robust micromobility market, and neighboring jurisdictions provide lessons learned on how to effectively manage and regulation micromobility. Alta will draw from information recently collected through a scan of Bay Area programs for the Alameda County CTC's Zero Emission Mobility Study. Furthermore, the team will leverage our national understanding to put forward guidelines or applications that effectively meet jurisdiction needs while also

supporting a sustainable and equitable micromobility program(s).

Task 6 Deliverables:

- » Draft Program Guidelines
- » Draft Permit Application and Policy Templates
- » Final Permit Application and Policy Templates
- » Final Program Guidelines
- » Summary of meetings, interviews, and action items

Task 7. San Mateo County Shared Micromobility Feasibility Study and Implementation Plan

Micromobility systems are most successful when community members and local leaders champion the idea. A broadly accessible, non-technical report that describes San Mateo County's future shared micromobility program will help that effort. Alta's in-house team of graphic designers and communications professionals will produce a public-facing, graphic-heavy document that combines the deliverables from prior tasks into a compelling document. The report will include maps, graphics and text to clearly show the outreach and analysis steps in the feasibility study process as well as key recommendations, such as:

- System size and phasing
- Station locations
- Business model
- Financial plan
- Next steps for implementation

Alta will provide one outline and administrative draft of the Plan to C/CAG for review ahead of producing the Draft San Mateo County Shared Micromobility Feasibility Study and Implementation Plan. Alta will provide the Draft San Mateo County Shared Micromobility Feasibility Study and Implementation Plan in PDF format and will make one set of revisions based on consolidated, internally-consistent comments from the City to produce the Final San Mateo County Shared Micromobility Feasibility Study and Implementation Plan.

Task 7 Deliverables:

- » Draft San Mateo County Shared Micromobility Feasibility Study and Implementation Plan
- » Final San Mateo County Shared Micromobility Feasibility Study and Implementation Plan

Exhibit B

PROJECT BUDGET AND SCHEDULE

DRAFT

PROJECT BUDGET

TASK/ DELIVERABLE	DIRECT LABOR*		DIRECT EXPENSES (See itemized description at the bottom of this form)	TOTAL COST
	TOTAL HOURS	SUBTOTAL DIRECT LABOR		
Task 1 - Project Administration and Meetings				
1.1 - Project Kick-off Meeting	4	\$ 618.20	\$ -	\$ 618.20
1.2 - Project Coordination	25	\$ 3,345.06	\$ -	\$ 3,345.06
1.3 - Ad Hoc Advisory Group Coordination	28	\$ 3,982.40	\$ -	\$ 3,982.40
1.4 - Committee and Board Coordination	36	\$ 5,142.64	\$ -	\$ 5,142.64
Task Subtotal	93	\$ 13,088.30	\$ -	\$ 13,088.30
Task 2 - Evaluate the Feasibility of a Micromobility Program				
2.1 - Data Inventory, Collection, and Analysis	69	\$ 8,140.26	\$ -	\$ 8,140.26
2.2 - Micromobility Demand Analysis and Mapping	90	\$ 11,587.98	\$ -	\$ 11,587.98
2.3 - Micromobility Barriers Analysis and Mapping	27	\$ 3,206.02	\$ -	\$ 3,206.02
2.4 - Equity Analysis	28	\$ 3,339.64	\$ -	\$ 3,339.64
2.5 - Program Opportunity and Resource Analysis	74	\$ 9,328.90	\$ -	\$ 9,328.90
2.6 - Feasibility Conclusions	13	\$ 1,633.58	\$ -	\$ 1,633.58
Task Subtotal	301	\$ 37,236.38	\$ -	\$ 37,236.38
Task 3 - Micromobility Program Benefits, Goals, and Performance Measures				
3.1 - Program Goals and Objectives	11	\$ 1,391.38	\$ -	\$ 1,391.38
3.2 - Vision Statement and Performance Measures	11	\$ 1,391.38	\$ -	\$ 1,391.38
Task Subtotal	22	\$ 2,782.76	\$ -	\$ 2,782.76
Task 4 - Document Best Practices				
4.1 - Document Best Practices	25	\$ 3,226.77	\$ -	\$ 3,226.77
Task Subtotal	25	\$ 3,226.77	\$ -	\$ 3,226.77
Task 5 - Implementation Recommendations: Pilot Locations Identification and Financial Analysis				
5.1 - System Types and Recommendation	24	\$ 3,021.58	\$ -	\$ 3,021.58
5.2 - Plan Development	28	\$ 3,556.06	\$ -	\$ 3,556.06
5.3 - Business Plan and Financial Analysis	94	\$ 12,415.40	\$ -	\$ 12,415.40
5.4 - Example Request for Proposals for Micromobility Vendors	4	\$ 534.48	\$ -	\$ 534.48
Task Subtotal	150	\$ 19,527.52	\$ -	\$ 19,527.52
Task 6 - Develop Program Guidelines and Regulatory Framework				
6.1 - Develop Program Guidelines and Regulatory Framework	94	\$ 12,415.40	\$ -	\$ 12,415.40
Task Subtotal	94	\$ 12,415.40	\$ -	\$ 12,415.40
Task 7 - San Mateo County Shared Micromobility Feasibility Study and Implementation Plan				
7.1 - San Mateo County Shared Micromobility Feasibility Study and Implementation Plan	90	\$ 11,716.50	\$ -	\$ 11,716.50
Task Subtotal	90	\$ 11,716.50	\$ -	\$ 11,716.50
Total Hours	775	TOTAL PROJECT COST (without Optional Tasks)		\$ 99,993.63
Subtotal of Optional Tasks				\$ 5,682.84
TOTAL PROJECT COST (with Optional Tasks)				\$ 105,676.47
ITEMIZATION OF DIRECT EXPENSES				
Task 1.1 - Air travel, lodging, printing				
OPTIONAL TASKS				
Task 8 - As-needed Tasks (Optional)				
Program Evaluation	44	\$ 5,682.84	\$ -	\$ 5,682.84
Task Subtotal	44	\$ 5,682.84	\$ -	\$ 5,682.84

*An assumption of 5% escalation rate has been added to hourly rates for calendar year 2022 and will be adjusted if work is continued into subsequent year(s).

PROJECT SCHEDULE

Task	2021		2022								
	Dec	Jan	Feb	Mar	April	May	Jun	Jul	Aug	Sept	
1 Project Administration and Meetings											
1.1 - Project Kick-off Meeting	X										
1.2 - Project Coordination											
1.3 - Ad Hoc Advisory Group Coordination			X			X		X			X
1.4 - Committee and Board Coordination						T Q B		T Q B T Q	B		
2 Evaluate the Feasibility of a Micromobility Program											
2.1 - Data Inventory, Collection, and Analysis											
2.2 - Micromobility Demand Analysis and Mapping											
2.3 - Micromobility Barriers Analysis and Mapping											
2.4 - Equity Analysis											
2.5 - Program Opportunity and Resource Analysis											
2.6 - Feasibility Conclusions											
3 Micromobility Program Benefits, Goals, and Performance Measures											
3.1 - Program Goals and Objectives											
3.2 - Vision Statement and Performance Measures											
4 Document Best Practices											
4.1 - Document Best Practices											
5 Implementation Recommendations: Pilot Locations Identification and Financial Analysis											
5.1 - System Types and Recommendation											
5.2 - Plan Development											
5.3 - Business Plan and Financial Analysis											
5.4 - Example Request for Proposals for Micromobility Vendors											
6 Develop Program Guidelines and Regulatory Framework											
6.1 - Develop Program Guidelines and Regulatory Framework											
7 San Mateo County Shared Micromobility Feasibility Study and Implementation Plan											
7.1 - San Mateo County Shared Micromobility Feasibility Study and Implementation Plan											
<p>LEGEND</p> <ul style="list-style-type: none"> Task Progress Meeting / Workshop X Congestion Management Program Technical Advisory Committee (TAC) Meeting T Congestion Management and Environmental Quality (CMEQ) Committee Meeting Q C/CAG Board Meeting B Deliverable Client review Submitted Materials to Committees/Board 											

Exhibit C
KEY PERSONNEL ASSISNTMENT

ALTA PLANNING + DESIGN

	<u>Name</u>	<u>Loaded Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
1.	Jean Crowther	\$179.26	47	Principal-in-Charge, Task 1-7
2.	Libby Nachman	\$133.62	125	Project Manager, Task 1-7
3.	Mike Sellinger	\$131.93	18	Bikeshare Advisor, Task 2,4,5
4.	Samah Itani	\$118.11	77	Senior Planner, Task 1-5
5.	David Wasserman	\$174.22	26	Analytics Lead, Task 2
6.	Lisa Schroer	\$114.98	180	Planner/GIS, Task 2,5,7
7.	Eli Bisegna	\$132.73	50	Graphic Design, Task 5,7
9.	Grace Young	\$103.34	52	Analytics, Task 2
10.	Kirsten Clausen	\$108.50	8	Project Coordinator, Task 1

FOURSQUARE ITP (SUBCONSULTANT)

	<u>Name</u>	<u>Loaded Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
1.	Andrew Zalewski	\$171.70	56	Project Manager, Task 1,2,5,6
2.	Jessica Klion	\$109.25	72	Transportation Planner II, Task 2,5,6
3.	Sofie Rhoads	\$122.05	64	Transportation Planner II, Task 5,6

*Applicable to development of payment provisions in amendments only.

*An assumption of 5% escalation rate has been added to hourly rates for calendar year 2022 and will be adjusted if work is continued into subsequent year(s).