

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
MIG, 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 MIG, Inc., hereinafter called “Consultant.”

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

**WHEREAS**, C/CAG has determined assistance is needed to update the San Bruno/South San Francisco Community Based Transportation Plan; and

**WHEREAS**, the purpose of the San Bruno/South San Francisco Community Based Transportation Plan, herein referred to as the “PROJECT”, is to improve access and mobility for historically underserved and systemically marginalized groups, including people with low incomes, communities of color, and residents of Equity Priority Communities (EPCs); and engage residents and community organizations in conducting the analysis and shaping the recommendations; 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 two hundred thirty-one thousand, four hundred fifteen dollars (\$231,415); and

**WHEREAS**, by adoption of Resolution 24-18, the C/CAG Board of Directors authorized the C/CAG Executive Director to execute agreements with the Consultant to provide services indicated in Exhibit A, *Scope of Work*, and further authorized the C/CAG Executive Director to negotiate final terms of the Agreement, subject to legal counsel review prior to execution, in a cumulative amount not to exceed two hundred thirty-one thousand, four hundred fifteen dollars (\$231,415).

**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 represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents 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 **two hundred thirty-one thousand, four hundred fifteen dollars (\$231,415)**, 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 upon receipt by C/CAG Project Manager of itemized invoices. 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, note the percentage of deliverables completed and identify the expenditures. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG. 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 and is subject to the withholding described in Section 10. 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: Susy Kalkin  
kkalkin@smcgov.org

- 2.1. **Progress Reports and Meetings.** Consultant shall submit progress reports at least once a month during the term of this Agreement. The progress 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 Scope of Work.

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 B, *Cost Proposal*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit B 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 [DATE]; 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.
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 and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, 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 of any kind whatsoever 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; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and save harmless 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.

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. The contract DBE goal for this Agreement is 13%.

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 13%. 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 (C/CAG) 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 (Exhibit B, *Project Budget and Schedule* and Exhibit C, *Key Personnel Assignments*).

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 to Consultant and C/CAG 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.

To implement C/CAG's monitoring and enforcement mechanism, Consultant is required to:

1. Notify 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, Consultant 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 acceptance of the work under the contract. C/CAG will withhold \$10,000 of any final payment until the form is submitted. C/CAG will release the withholding upon receipt 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 Consultant shall complete and email the [Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments](#) to [business.support.unit@dot.ca.gov](mailto: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 there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to 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	_____

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 Project Manager or a designee. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Project Manager or a designee.
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.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by C/CAG 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 all Exhibits 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 the exhibits 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: Susy Kalkin

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

MIG, Inc.  
800 Hearst Avenue  
Berkeley, CA 94710  
Attention: Daniel Iacofano

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

**MIG, Inc. (Consultant)**

By \_\_\_\_\_  
Daniel Iacofano  
Principal-in-Charge/Project Manager

\_\_\_\_\_ Date

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

By \_\_\_\_\_  
Sean Charpentier  
C/CAG Executive Director

\_\_\_\_\_ Date

By \_\_\_\_\_  
Melissa Andrikopoulos  
C/CAG Legal Counsel

\_\_\_\_\_ Date

# Exhibit A

## Scope of Work

## Scope of Work

### TASK 1: PROJECT INITIATION/ADMINISTRATION

The MIG Team will work with C/CAG staff to finalize the project approach, scope of work, and budget for the contract. This first task will launch the project, establish the Project Management Team (PMT), and provide ongoing communication and support throughout the effort. The PMT will consist of the MIG Principal/Project Manager and Deputy Project Manager, as well as designated staff from C/CAG and MTC.

The project will include substantial participation from local community-based organizations (CBOs) who will be able to provide grassroots expertise regarding authentic community needs and concerns. These organizations will act as partners to ensure the inclusion of low-income and other populations who are disproportionately impacted by transportation projects, yet are traditionally underrepresented in planning processes. As trusted partners, the CBO representatives will assist with effectively engaging these populations to help ensure a truly community based transportation plan. CBO staff will be compensated for their contribution to the project.

#### Task 1.1: Project Kick-Off Meeting

The MIG Team will facilitate a two-hour virtual Project Kick-Off Meeting with the PMT to review the project scope, schedule, and budget, as well as discuss expectations for the project; confirm roles and responsibilities; identify key issues to address; and recommend background documents and planning studies to review in Task 4. This meeting will be scheduled as soon as the project is initiated.

#### Task 1.2: Ongoing Project Management Team Meetings

The MIG Team will facilitate monthly, one-hour virtual PMT meetings (up to 17 meetings) to discuss project direction, plan meetings, and review draft and final deliverables. MIG will provide an agenda and relevant meeting materials prior to each meeting and will prepare a summary outlining action items following each meeting.

#### Task 1.3: Scope, Budget, and Schedule Monitoring

The MIG Principal/Project Manager and Deputy Project Manager will closely monitor the scope, budget, and schedule throughout the project. Monthly invoices will be provided to C/CAG.

**Deliverables:** Project scope, budget, and schedule; Kick-off Meeting agenda, materials, and meeting summaries; Project Management Team Meeting agendas, materials, and meeting summaries; monthly invoices

### TASK 2: ADVISORY/OVERSIGHT COMMITTEE PLANNING PROCESS

#### Task 2.1: Steering Committee Meetings

In collaboration with the PMT, the MIG Principal/Project Manager and Deputy Project Manager will facilitate up to six, two-hour, in-person meetings with the Steering Committee. The MIG Team will work with the PMT to create a meeting schedule, coordinate meeting logistics, plan the agendas, develop supporting materials for each meeting, and create meeting summaries. Over the course of the project, the Steering Committee will establish project goals, recommend members for the Technical Working Group, assist in outreach efforts, review deliverables, provide technical guidance, advise on evaluation criteria for potential strategies and programs, aid in development of an action plan, provide support for ongoing implementation, and provide other assistance as needed. Input from local community-based organizations will also be incorporated. The MIG Team will work with the PMT to identify and recruit Steering Committee members. The composition will likely include representatives from County planning and health departments, SamTrans, and local community-based organizations (CBOs).

#### Task 2.2: Technical Working Group Meetings

In collaboration with the PMT, the MIG Principal/Project Manager and Deputy Project Manager will facilitate up to six, two-hour, virtual meetings with the Technical Working Group. The MIG Team will work with the PMT to create a meeting schedule, coordinate meeting logistics, plan the agendas, develop supporting materials for each meeting, and create meeting summaries. Throughout the planning process, the Technical Working Group will provide leadership and technical expertise, review deliverables, and assist in communicating milestones and project materials to public stakeholders. Input from local community-based organizations will also be incorporated. The Steering Committee will advise on the composition of the Technical Working Group, which will include but not be limited to representatives from:

C/CAG, MTC, SamTrans, City of San Bruno (planning and engineering), and City of South San Francisco (planning and engineering), and local community-based organizations (CBOs). The MIG Team will work with the PMT to recruit Technical Working Group members.

**Deliverables:** Steering Committee Guidelines (roles, participant responsibilities, and schedule/time commitment); Technical Working Group Guidelines (roles, participant responsibilities, and schedule/time commitment); Steering Committee and Technical Working Group logistics, agendas, materials, and meeting summaries

### **TASK 3: DEVELOP STATUS REPORT OF EXISTING CBTP ACTION PLAN**

#### **Task 3.1: Review and Verify Existing CBTP Action Plan Status**

The MIG Team will begin by reviewing the 2012 San Bruno/South San Francisco CBTP and then conduct one-hour interviews with the appropriate staff from each jurisdiction to verify project progress and status, pinpoint any pipeline projects, discuss the rationale for any deviations or changes to the initial plan, and identify obstacles or concerns related to successful implementation. We will also follow up with emails or phone calls to clarify any outstanding questions.

#### **Task 3.2: Develop Existing CBTP Action Plan Status Summary Memorandum Draft and Final**

The MIG Team will prepare a memorandum for each jurisdiction outlining the findings from Task 3.1, as well as a summary matrix. The matrix will be sent to those interviewed for one round of review and confirmation. A draft of both the memorandum and the matrix will be provided to the PMT for one round of review and edits. The MIG Team will proactively consider how the findings can be incorporated into the community outreach process to inform the CBTP update.

**Deliverables:** Draft and Final Action Plan Status Summary Memorandum (one for San Bruno and one for South San Francisco) and Summary Matrix

### **TASK 4: CONDUCT COMMUNITY NEEDS ASSESSMENT (DATA ANALYSIS AND EXISTING CONDITIONS)**

The MIG Team will conduct a community needs assessment that will be used to establish baseline conditions and begin to identify unmet transportation needs, gaps, and priorities for the planning area. The findings from the community needs assessment will inform the design of the community outreach and engagement process (Task 5), as well as recommendations (Task 6).

#### **Task 4.1: Demographic Analysis**

The MIG Team will collect demographic, socioeconomic, and travel data from available sources, such as the 2020 US Census and American Community Survey, California Household Travel Survey, etc. With the data gathered, the MIG Team will create a community profile for the plan area.

#### **Task 4.2: Analysis of Existing Mobility Services**

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

#### **Task 4.3: Review Background Documents and Planning Studies**

The MIG Team will review background studies and existing planning documents identified in Task 1.

#### **Task 4.4: Base Mapping**

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

#### Task 4.5: Summarize Existing Conditions and Key Trends

Finally, the MIG Team will prepare a draft and final community assessment report, summarizing key findings from Tasks 4.1 through 4.4. The PMT will have one round of review and editing of the report and Executive Summary. This process will include review and comment on the report and Executive Summary by representatives of the community-based organizations (CBOs) involved in the project. The MIG Team will proactively consider how the findings can be incorporated into the community outreach process to inform the CBTP update (Task 5).

**Deliverables:** Data Compilation and Processing, Summary of Existing Mobility Services, Summary of Background Documents and Planning Studies, Mapping, Draft and Final Community Assessment Report and Executive Summary

### TASK 5: CONDUCT COLLABORATIVE PLANNING AND OUTREACH PROCESS

#### Task 5.1: Develop an Equitable Outreach and Engagement Plan

The MIG Team will work with the PMT and the Steering Committee to develop a two-phase Equitable Outreach and Engagement Plan to reach a diverse cross-section of the San Bruno and South San Francisco communities. The first phase of outreach and engagement will be designed to build on the findings from Tasks 3 and 4 to identify the transportation needs/gaps within the study area.

Findings from Phase One outreach events will be used in Task 6 to inform the development of transportation strategies. The purpose of Phase Two will be to provide opportunities for stakeholders to review and share feedback on the strategies in the draft CBTP.

Outreach and engagement activities in both phases will be designed to reach people in EPCs who have not historically participated in planning efforts, engaging people in their preferred languages, and tailoring outreach and engagement methods to leverage familiar and frequented locations, as well as culturally specific communications and learning approaches. The MIG Team understands that the threshold languages in San Mateo County are English, Spanish, Chinese, and Tagalog. We will work with the PMT to determine the threshold languages for the study area. Trusted culturally specific, community-based organizations will act as

partners in co-designing culturally responsive outreach and engagement activities. CBO partners and participants in community meetings will be compensated for their time.

#### Task 5.2: Develop Outreach Materials and Webpages

The MIG Team will develop accessible and culturally responsive outreach materials, as well as create, maintain, and monitor a project webpage throughout the project. For budgeting purposes, we propose to develop up to three, one- to two-page outreach materials for the study area; each piece of collateral will be provided in up to four languages. The Team will also update the project webpage at least monthly to inform the community about planning activities, the implementation status of the 2012 CBTP, existing conditions in the study areas, and the topics presented, materials shared, and questions asked at each outreach event. These updates will also be provided in up to four languages. Community-based partner organizations will provide guidance on culturally appropriate and effective materials.

If interested community members cannot attend activities, the MIG Team has innovative digital tools that will allow them to provide feedback in both outreach and engagement phases.

#### Task 5.3: Implement Equitable Outreach Plan

The MIG Team will work with the PMT, Steering Committee and Technical Working Group members, and CBO partners to implement the Equitable Outreach and Engagement Plan. While the plan will ultimately guide activities, the MIG Team assumes we will conduct a minimum of six engagement events in Phase One and Two, geographically distributed across the planning area. To help focus discussion during Phase One engagement events, the MIG Team will prepare presentation decks that clearly articulate which issues and solutions have been addressed, where gaps still remain, and where new mobility technology has emerged that wasn't available in 2012 when the previous plan was developed. CBO partners will provide specific guidance and assistance to ensure that engagement events are planned, scheduled and conducted to maximize meaningful participation by a broad range of community members, particularly traditionally under-represented groups. The MIG Team will prepare: 1) a Community Engagement Findings Report for Phase One; and 2) a Memorandum summarizing feedback on the draft CBTP for Phase Two. The deliverables will be provided to the PMT for one round of review and input.

**Deliverables:** Draft and Final Equitable Outreach and Engagement Plan, up to three, one- to two-page outreach materials for the study area; webpage creation, monitoring, and maintenance; a mid-course and final outreach and engagement update; a Community Engagement Findings Report for Phase One; and a Memorandum summarizing feedback on the draft CBTP for Phase Two at the end of Phase 7.

## **TASK 6: DEVELOP TRANSPORTATION STRATEGIES AND IMPLEMENTATION PLAN**

### **Task 6.1: Develop Strategies to Close Transportation Gaps**

Based on input from the community outreach activities, Steering Committee, and Technical Working Group, as well as findings from the existing conditions and project status processes, the MIG Team will develop a list of multimodal projects and programs to address the mobility needs of the study area. The PMT will have one round of review and feedback on the initial list.

### **Task 6.2: Establish Evaluation Criteria and Prioritize Strategies**

In conjunction with the Steering Committee and Technical Working Group, the MIG Team will establish criteria for prioritizing proposed strategies.

Criteria may include cost effectiveness, funding availability, and implementation constraints. We will then work with the PMT to facilitate the Steering Committee to prioritize the strategies.

### **Task 6.3: Identify Implementation Requirements and Responsibilities**

The MIG Team will work with the PMT to develop an implementation plan for each prioritized project or program. For each project/program, the team will identify the responsible agency, potential implementation timeframe, cost estimates, and potential funding sources. A draft Implementation Plan will be provided to the PMT for one round of review and feedback.

**Deliverables:** Draft and Final List of Potential Projects and Programs, Matrix of Prioritized Projects, Draft and Final Implementation Plan

## **TASK 7: COMMUNITY BASED TRANSPORTATION PLAN**

### **Task 7.1: Draft Community Based Transportation Plan**

Informed by all the work completed, the MIG Team will develop the draft Community Based Transportation Plan. The PMT, Steering Committee, Technical Working Group, and community (through Phase Two of community outreach and engagement), (see Task 5.1) will have one round of review and input. This process will include review and comment on the initial draft Plan by representatives of the community-based organizations (CBOs) involved in the project. The Plan will include the following sections: Executive Summary; Introduction; Existing Conditions Summary; Description of Project Area (Task 4); Community Outreach Process and Findings (Task 5); Transportation Strategies (Task 6); and Implementation Plan Task 6).

### **Task 7.2: Final Draft Transportation Plan**

Based on feedback provided on the initial draft, the MIG Team will prepare the final draft CBTP. The PMT will have one round of review and feedback on the final draft. This process will include review and comment on the final draft Plan by representatives of the community-based organizations (CBOs) involved in the project.

**Deliverables:** Draft CBTP and Final Draft CBTP

## **TASK 8: MONITORING AND EVALUATION**

### **Task 8.1: Develop Process to Monitor Implementation**

The MIG Team will work with the PMT, Steering Committee, and Technical Working Group to propose performance metrics and a process for monitoring implementation and ensuring continuous process improvement. The monitoring process could include the development of a dashboard. The PMT, Steering Committee, and Technical Working Group will have one round of review and feedback on the process.

### **Task 8.2: Develop Reporting Requirements**

The MIG Team will develop requirements and a standardized template for monitoring and reporting to MTC every two years. We will work with PMT to ensure that the guidelines and template are acceptable to MTC.

**Deliverables:** Memorandum Describing Process for Tracking Progress, Reporting Template and Reporting Requirements

## TASK 9: PLAN ADOPTION

### Task 9.1: Present Final Report for Adoption

The MIG Team will work with the PMT to prepare a staff report and resolution template and to present the CBTP to C/CAG and the City Councils of San Bruno and South San Francisco. For budgeting purposes, we assume, two-hour meetings each in San Bruno and South San Francisco, as well as one, two-hour meeting before the C/CAG Board of Directors. We have included one additional meeting for each group as a contingency. In partnership with the PMT, the MIG Team will make edits to the Final Draft CBTP until it is formally adopted by the C/CAG Board of Directors and City Councils. We are assuming two rounds of edits.

**Deliverables:** Final Draft CBTP; Resolutions of Local Support from South San Francisco, San Bruno, and C/CAG

## TASK 10: TRANSMIT FINAL DOCUMENT TO MTC

### Task 10.1: Prepare Final Plan and Transmit to MTC

The MIG Team will work with the PMT to incorporate any additional plan modifications into a final plan and ensure the final CBTP meets MTC's accessibility requirements. Once complete, the MIG Team will transmit the final plan, together with the related Resolutions of Support to MTC.

**Deliverables:** Transmittal of Final Community Based Transportation Plan and Resolutions of Local Support to MTC

# Exhibit B

## Project Budget, Schedule & Key Personnel

Project schedule and Hourly billing rates and staff for CONSULTANT and SUBCONSULTANT(S) are included on the following pages.

# Cost Proposal

		MIG, Inc.														Subconsultants				Direct Costs	Professional Fees Totals				
		Daniel Iacofano <i>Principal-in-Charge/PM</i>		Maria Mayer <i>Deputy Project Manager/PA</i>		Noe Noyola <i>Facilitation/Engagement Specialist</i>		Stephanie Pavon <i>Strategic Planner</i>		Rachel Bennett <i>Health Equity Advisor</i>		Lori Maness <i>Project Assistant</i>		Graphic Design		Web Design		MIG Totals	F&P			Redwood Resources	Community-Based Organizations (CBOs)	Sub Totals	
		Hrs@	\$	Hrs@	\$	Hrs@	\$	Hrs@	\$	Hrs@	\$	Hrs@	\$	Hrs@	\$	Hrs@	\$								
<b>Task 1: Project Initiation/Administration</b>																									
1.1	Project Kick-Off Meeting	3	\$1,050	4	\$520	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	7	\$1,570	\$0	\$0	\$0	\$0	\$0	\$1,570
1.2	Ongoing Project Management Team Meetings	17	\$5,950	17	\$2,210	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	34	\$8,160	\$0	\$0	\$0	\$0	\$0	\$8,160
1.3	Scope, Budget, and Schedule Monitoring	0	\$0	12	\$1,560	0	\$0	0	\$0	0	\$0	4	\$600	0	\$0	0	\$0	16	\$2,160	\$0	\$0	\$0	\$0	\$0	\$2,160
Subtotal		20	\$7,000	33	\$4,290	0	\$0	0	\$0	0	\$0	4	\$600	0	\$0	0	\$0	57	\$11,890	\$0	\$0	\$0	\$0	\$0	\$11,890
<b>Task 2: Advisory/Oversight Committee Planning Process</b>																									
2.1	Steering Committee Meetings (6)	36	\$12,600	48	\$6,240	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	84	\$18,840	\$1,500	\$1,500	\$1,000	\$4,000	\$643	\$23,483
2.2	Technical Working Group Meetings (6)	18	\$6,300	24	\$3,120	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	42	\$9,420	\$4,000	\$0	\$1,000	\$5,000	\$0	\$14,420
Subtotal		54	\$18,900	72	\$9,360	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	126	\$28,260	\$5,500	\$1,500	\$2,000	\$9,000	\$643	\$37,903
<b>Task 3: Develop Status Report of Existing CBTP Action Plan</b>																									
3.1	Review and Verify Existing CBTP Action Plan Status	1	\$350	2	\$260	0	\$0	10	\$1,500	0	\$0	0	\$0	0	\$0	0	\$0	13	\$2,110	\$0	\$0	\$0	\$0	\$0	\$2,110
3.2	Develop Existing CBTP Action Plan Status Summary Memorandum	1	\$350	2	\$260	0	\$0	12	\$1,800	0	\$0	0	\$0	0	\$0	0	\$0	15	\$2,410	\$0	\$0	\$0	\$0	\$0	\$2,410
Subtotal		2	\$700	4	\$520	0	\$0	22	\$3,300	0	\$0	0	\$0	0	\$0	0	\$0	28	\$4,520	\$0	\$0	\$0	\$0	\$0	\$4,520
<b>Task 4: Conduct Community Needs Assessment</b>																									
4.1	Demographic Analysis	0	\$0	2	\$260	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$260	\$5,000	\$0	\$0	\$5,000	\$0	\$5,260
4.2	Analysis of Existing Mobility Services	0	\$0	2	\$260	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$260	\$7,000	\$0	\$0	\$7,000	\$0	\$7,260
4.3	Review Background Documents and Planning Studies	0	\$0	2	\$260	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$260	\$5,000	\$0	\$0	\$5,000	\$0	\$5,260
4.4	Base Mapping	0	\$0	2	\$260	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$260	\$1,500	\$0	\$0	\$1,500	\$0	\$1,760
4.5	Summarize Existing Conditions and Key Trends	2	\$700	2	\$260	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$960	\$7,000	\$0	\$500	\$7,500	\$0	\$8,460
Subtotal		2	\$700	10	\$1,300	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$2,000	\$25,500	\$0	\$500	\$26,000	\$0	\$28,000
<b>Task 5: Conduct Collaborative Planning and Outreach Process</b>																									
5.1	Develop an Equitable Outreach and Engagement Plan	2	\$700	4	\$520	4	\$700	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,920	\$0	\$2,000	\$2,000	\$4,000	\$0	\$5,920
5.2	Develop Outreach Materials and Webpages	0	\$0	6	\$780	0	\$0	0	\$0	0	\$0	8	\$1,200	40	\$7,600	54	\$9,580	\$0	\$2,000	\$2,000	\$4,000	\$0	\$0	\$13,580	
5.3	Implement Equitable Outreach Plan	2	\$700	6	\$780	16	\$2,800	0	\$0	0	\$0	8	\$1,200	0	\$0	32	\$5,480	\$0	\$24,500	\$23,000	\$47,500	\$6,000	\$0	\$58,980	
Subtotal		4	\$1,400	16	\$2,080	20	\$3,500	0	\$0	0	\$0	8	\$1,200	8	\$1,200	40	\$7,600	\$0	\$28,500	\$27,000	\$55,500	\$6,000	\$0	\$78,480	
<b>Task 6: Establish Evaluation Criteria and Prioritize Strategies</b>																									
6.1	Develop Strategies to Close Transportation Gaps	4	\$1,400	0	\$0	16	\$2,800	32	\$4,800	8	\$1,200	0	\$0	0	\$0	60	\$10,200	\$10,000	\$0	\$0	\$10,000	\$0	\$0	\$20,200	
6.2	Establish Evaluation Criteria and Prioritize Strategies	2	\$700	0	\$0	0	\$0	10	\$1,500	0	\$0	0	\$0	0	\$0	12	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200	
6.3	Identify Implementation Requirements and Responsibilities	2	\$700	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$700	\$12,000	\$0	\$0	\$12,000	\$0	\$0	\$12,700	
Subtotal		8	\$2,800	0	\$0	16	\$2,800	42	\$6,300	8	\$1,200	0	\$0	0	\$0	74	\$13,100	\$22,000	\$0	\$0	\$22,000	\$0	\$0	\$35,100	
<b>Task 7: Community Based Transportation Plan</b>																									
7.1	Draft Community Based Transportation Plan	2	\$700	10	\$1,300	0	\$0	20	\$3,000	0	\$0	0	\$0	0	\$0	32	\$5,000	\$6,000	\$0	\$500	\$6,500	\$0	\$0	\$11,500	
7.2	Final Draft Transportation Plan	2	\$700	20	\$2,600	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	22	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$3,300	
Subtotal		4	\$1,400	30	\$3,900	0	\$0	20	\$3,000	0	\$0	0	\$0	0	\$0	54	\$8,300	\$6,000	\$0	\$500	\$6,500	\$0	\$0	\$14,800	
<b>Task 8: Monitoring and Evaluation</b>																									
8.1	Develop Process to Monitor Implementation	1	\$350	2	\$260	0	\$0	8	\$1,200	0	\$0	0	\$0	0	\$0	11	\$1,810	\$0	\$0	\$0	\$0	\$0	\$0	\$1,810	
8.2	Develop Reporting Requirements	1	\$350	2	\$260	0	\$0	8	\$1,200	0	\$0	0	\$0	0	\$0	11	\$1,810	\$0	\$0	\$0	\$0	\$0	\$0	\$1,810	
Subtotal		2	\$700	4	\$520	0	\$0	16	\$2,400	0	\$0	0	\$0	0	\$0	22	\$3,620	\$0	\$0	\$0	\$0	\$0	\$0	\$3,620	
<b>Task 9: Plan Adoption</b>																									
9.1	Present Final Report for Adoption	20	\$7,000	16	\$2,080	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$9,080	\$0	\$0	\$0	\$0	\$0	\$0	\$9,080	
Subtotal		20	\$7,000	16	\$2,080	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$9,080	\$0	\$0	\$0	\$0	\$0	\$0	\$9,080	
<b>Task 10: Transmit Final Document to MTC</b>																									
10.1	Prepare Final Plan and Transmit to MTC	2	\$700	8	\$1,040	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,740	\$0	\$0	\$0	\$0	\$0	\$0	\$1,740	
Subtotal		2	\$700	8	\$1,040	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,740	\$0	\$0	\$0	\$0	\$0	\$0	\$1,740	
<b>SUBTOTAL</b>		<b>118</b>	<b>\$41,300</b>	<b>193</b>	<b>\$25,090</b>	<b>36</b>	<b>\$6,300</b>	<b>100</b>	<b>\$15,000</b>	<b>8</b>	<b>\$1,200</b>	<b>12</b>	<b>\$1,800</b>	<b>8</b>	<b>\$1,200</b>	<b>40</b>	<b>\$7,600</b>	<b>515</b>	<b>\$99,490</b>	<b>\$59,000</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$119,000</b>	<b>\$6,643</b>	<b>\$225,133</b>
5% Markup (Direct Costs/Administrative)																						\$5,950	\$332	\$6,282	
<b>TOTAL PROJECT COSTS</b>																								<b>\$231,415</b>	

Optional Tasks		
8.3	Implementation Monitoring Dashboard	\$5,000
9.2	Additional Meetings with C/CAG and or the Cities for Plan Adoption (3)	\$4,200
<i>Optional Tasks Subtotal</i>		<b>\$9,200</b>

## Project Schedule

		2024									2025								
		Q2			Q3			Q4			Q1			Q2			Q3		
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18
<b>Task 1: Project Initiation/Administration</b>																			
1.1	Project Kick-off Meeting																		
1.2	Ongoing Project Management Team Meetings																		
1.3	Scope, Budget, and Schedule Monitoring																		
<b>Task 2: Advisory/Oversight Committee Planning Process</b>																			
2.1	Steering Committee Meetings (6)																		
2.2	Technical Working Group Meetings (6)																		
<b>Task 3: Develop Status Report of Existing CBTP</b>																			
3.1	Review and Verify CBTP Action Plan Status																		
3.2	Develop Existing CBTP Action Plan Status Summary Memo																		
<b>Task 4: Conduct Community Needs Assessment</b>																			
4.1	Demographic Analysis																		
4.2	Analysis of Existing Mobility Services																		
4.3	Review Background Documents and Planning Studies																		
4.4	Base Mapping																		
4.5	Summarize Existing Conditions and Key Trends																		
<b>Task 5: Conduct Collaborative Planning and Outreach</b>																			
5.1	Develop an Equitable Outreach and Engagement Plan																		
5.2	Develop Outreach Materials and Webpages																		
5.3	Implement Equitable Outreach Plan																		
<b>Task 6: Establish Evaluation Criteria and Priority Strategies</b>																			
6.1	Develop Strategies to Close Transportation Gaps																		
6.2	Establish Evaluation Criteria and Prioritize Strategies																		
6.3	Identify Implementation Requirements and Responsibilities																		
<b>Task 7: Community Based Transportation Plan</b>																			
7.1	Develop Draft Community Based Transportation Plan																		
7.2	Final Draft Transportation Plan																		
<b>Task 8: Monitoring and Evaluation</b>																			
8.1	Develop Process to Monitor Implementation																		
8.2	Develop Reporting Requirements																		
<b>Task 9: Plan Adoption</b>																			
9.1	Present Final Report for Adoption																		
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