

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
TOOLE DESIGN GROUP, LLC**

This Agreement is entered into this 29th day of January, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Toole Design Group, LLC, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of developing the Unincorporated San Mateo County Bicycle and Pedestrian Master Plan.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two-hundred eighteen thousand and nine hundred thirty dollars (\$218,930.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 29, 2019, through July 31, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

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

6. 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 Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County 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 Contractor 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 Contractor 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 Contractor'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 County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor 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.

b. Intellectual Property Indemnification

Contractor 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.

Contractor 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. Contractor shall defend, indemnify, and hold harmless County 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. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County'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 County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor'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 County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County 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, Contractor will have no obligation or liability to County 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 County (other than modification performed by, or at the direction of, Contractor) 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 County in a manner prohibited by this Agreement.

The duty of Contractor 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.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor 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

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/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 which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

County 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 (a) the insurance afforded thereby to

County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the 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, County, at its 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.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, 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.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County'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.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jessica Stanfill Mullin, Program Manager
Address: 455 County Center, 4th Floor, Redwood City, CA 94063
Telephone: 650-363-4663
Email: jmullin@smcgov.org

In the case of Contractor, to:

Name/Title: Brooke Dubose, Northern California Office Director
Address: 8484 Georgia Ave Suite 800 Silver Spring, MD 20910
Telephone: 510-298-0740 ext. 174
Email: bdubose@tooledesign.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **TOOLE DESIGN GROUP, LLC**


Contractor Signature

1/15/19
Date

Eric Mangelli
Contractor Name (please print)



For COUNTY OF SAN MATEO:

President, Board of Supervisors, San Mateo County

Date

ATTEST:

Clerk of Said Board

Date



Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Task 1: Project Management

Toole Design will convene and facilitate a kick-off meeting to review the scope and management plan, agree on the schedule and deliverables, and define the County's goals and objectives. Toole Design will also discuss the approach to the community engagement plan and identify key opportunities and constraints for walking and bicycling in San Mateo County. The kick-off meeting, bi-weekly check-in calls, ongoing communication, schedule and budget management, timely invoicing, and quality control will be important components of a well-managed project.

Task 1: Deliverables

- Kick-off meeting and summary notes
- Finalized project work plan and schedule
- Biweekly check-in calls (as needed) and stand-alone in-person client meetings at three key milestones
- Monthly progress reports and invoicing

Task 2: Existing Conditions

Task 2.1: Data Collection

Data Request Toole Design will create a data request for the County that covers information needed for subsequent analysis tasks. This includes existing bicycle and pedestrian facilities and programs, collisions, demographics, land use, and other relevant data. Analysis of existing conditions will require geographic (GIS) data regarding San Mateo County's streets and trails. Toole Design will organize the data and identify any data gaps that may be filled either as part of the Bicycle and Pedestrian Master Plan (BPMP) or as a subsequent data collection effort. Data that will be sought for this inventory include:

- Bikeway and facility classification data
- Multi-use paths and trails
- Sidewalk and curb ramp data
- Marked pedestrian crossings and traffic signal locations
- Street centerlines and number of lanes
- Roadway shoulder width
- Speed limits
- Bus routes and stops
- Activity Centers and other destinations

Bicycle and Pedestrian Counts

For this task, Toole Design will review the County's current pedestrian and bicycle count practices, including data collected in 2016 and 2017. Four peak-period pedestrian and bicycle counts during popular walking and bicycling months will be conducted to supplement these data. Resources and recommendations for strengthening the County's data collection efforts, including MTC's regional count program, will be presented in a summary memo.

Collision Analysis

Toole Design will summarize the five most recent years of bicycle- and pedestrian-related collisions, identifying geographic patterns and other trends that may have implications for the Plan's recommendations. Toole Design will use Statewide Integrated Traffic Records System (SWITRS) data to identify time-related crash trends, frequent violation categories by mode, and factors most related to severe and fatal crashes. To the extent possible with SWITRS data, we will also identify crash trends by participant, such as racial or age disparities. Data will also be collected through the online survey and interactive map, as described in task 4.1.

Task 2.2: Review Background Documents

Toole Design will review local, countywide, regional, and statewide plans for areas in or adjacent to unincorporated San Mateo County. We will summarize the background documents in a technical memorandum that includes a table with each plan's name, date, goals and policies that support this Plan, and recommendations for bicycle and pedestrian projects. This review will identify opportunities for coordination with other planning efforts, which will support the Implementation Plan described in Task 6. We will pull project-specific recommendations from these plans to integrate into this planning process.

Task 2.3: Existing Conditions Memorandum

Toole Design will summarize the findings in Task 2.1 and Task 2.2 in an illustrative and concise memorandum. The memo will include an inventory of the current facilities and proposed projects, programs, collision analysis, baseline bicycle and pedestrian activity, and key destinations and attractors. These findings will be illustrated on a project base map that will also serve as the foundation for subsequent outreach and recommendations tasks. Toole Design will provide a countywide map with more detailed insets for key subareas, such as North Fair Oaks, the coastal communities north of Half Moon Bay, or other locations where more detailed information will be useful. The memo will distill lessons learned and identify issues and opportunities for the network planning tasks.

Task 2: Deliverables

- Data including analysis of collisions and four two-hour bicycle and pedestrian counts
- Data collection memo
- Summary of background documents
- Existing conditions memo

Task 3: Bicycle and Pedestrian Master Plan Technical Advisory Committee

Task 3.1: BPMP Technical Advisory Committee (TAC) Meetings

Toole Design will present and facilitate discussions at four TAC advisory meetings at key milestones over the course of this project. Suggested agenda topics for these meetings include:

- Meeting 1: Review project objectives, scope, and timeline; identify key stakeholders
- Meeting 2: Review and discuss existing conditions; identify challenging network issues
- Meeting 3: Provide feedback on initial recommendations
- Meeting 4: Funding, implementation, next steps, review Draft Plan

Task 3: Deliverables

- Advisory meeting agendas and summary notes

Task 4: Public Participation and Outreach

Toole Design will craft a public outreach strategy with input from EnviroIssues. The outreach strategy will describe how outreach tools will be used throughout the plan development.

Task 4.1: Community Survey and Mapping

Toole Design and EnviroIssues will develop a project website to promote outreach and education materials, document public workshops, promote the project's community survey, announce public events such as walking and bicycling tours, and encourage the public to provide feedback on the Draft Plan. The Toole Design Team will update the project website at key milestones of Plan development. The project website will feature a "pinnable" comments map to supplement our conventional public outreach. The focus of the online mapping tool will be for the public to identify walking and bicycling destinations and point out key gaps in the existing network, such as challenging intersections. The information received will be integrated into our map analysis and will inform and support the development of the project recommendations.

The Toole Design Team will create a custom survey that can be shared through social media and County communications and made available offline at local outreach events. Survey questions will be designed to capture differences in travel behaviors and attitudes related to the communities that respondents represent. The survey will be available in English and Spanish.

Task 4.2: BPMP Road Shows

Toole Design and EnviroIssues will hold 12 informal events in locations distributed across San Mateo County's unincorporated communities, and at various points in the planning process. We will hold these events in conjunction with other community events with a built-in audience, such as the La Honda Fair and Music Festival, the Pescadero Arts and Fun Festival, or tabling at Siena Youth Center events. Given the Plan's focus on Disadvantaged Communities, particular efforts will be made to reach the community of North Fair Oaks.

Task 4.3: Interactive Community Workshops

Toole Design will hold six public workshops during the Plan process. Toole Design will develop materials for the workshops, including interactive exercises that are appropriate to the phase of the project during which the workshop is held. It is assumed that the County will coordinate with workshop venues.

Task 4.4: Walking and Biking Tours

The Toole Design Team will hold walking and biking tours with County staff and key stakeholders during the study of existing conditions to identify key problem areas and to inform the gap assessment analysis with real-world understanding of local walking and bicycling conditions. Two walking and two bicycling routes will be selected to highlight both innovative infrastructure and critical gaps.

Task 4.5: Bicycle and Pedestrian Advisory Committee Meetings

The Toole Design Team will present four times to the County's Bicycle and Pedestrian Advisory Committee (BPAC) to gain their input at important project milestones, as identified in the TAC meeting topics above.

Task 4: Deliverables

- Public outreach strategy
- Summary of survey findings and mapping feedback
- Materials for roadshows and summary of findings
- Workshop materials and photos
- Map of walking and bicycling tour routes, summary of feedback
- BPAC agendas and summary notes

Task 5: Analysis, Network, and Recommendations

Task 5.1: Demand Analysis

Toole Design will use an objective GIS-based tool to visualize areas with intrinsic potential to attract varying levels of walking or bicycling activity. Inputs include supportive land uses, demographics, and socioeconomic factors, and the product will be an overall map of the areas with the highest potential demand. Toole Design will generate heat maps, which will be used to identify key project locations to support the project prioritization and implementation planning. The estimated demand map can also be overlaid with existing facilities to identify network deficiencies (e.g., areas lacking sidewalks or bicycle lanes) for which improvements will meet the greatest safety needs and achieve the largest increases in the number of people walking and biking. Toole Design will document methodology and present results visually for easy interpretation by community members and stakeholders.

Task 5.2: Pedestrian and Bicycle Gap Assessment

Toole Design will perform a gap assessment to identify areas where the pedestrian and bicycle facility types do not match the needs of its local context. The walking and bicycling tours proposed in the public outreach task will inform this assessment. We anticipate identifying three types of Infrastructure Gaps:

- **Connectivity Gaps:** Toole Design will look at gaps in existing pedestrian and bicycle facilities. Examples include places where existing bicycle lanes drop or where roadway shoulders decrease from eight feet to a narrower dimension. This assessment will include any gaps identified in the District 4 Bicycle Plan. Gaps in the pedestrian network may include missing sidewalks where surrounding land uses warrant it.
- **Spot Gaps:** The first round of stakeholder outreach will identify key destinations where pedestrian and bicycle access are most important to the community, potentially including transit stops, schools and barriers like railroad crossings and interchanges. This category highlights difficult crossings, high-priority ADA improvements and other barriers. Through a combination of review of existing data and field work, we will determine whether these areas need focused access improvements for people walking and bicycling.
- **Neighborhood Gaps:** The findings from Task 1 will be used to identify geographic areas that may have a reduced density of active transportation infrastructure. Toole Design will display identified gaps on the project base map to inform the development of project recommendations.

Task 5.3: Design Guidelines

Toole Design will develop a set of active transportation design guidelines, with definitions and applicable guidance, to serve as an appendix to the Plan. The visual glossary will be formatted to provide a reference for public events and working sessions with County staff and key stakeholders. The Guidelines will draw on the Federal Highway Administration's (FHWA) *Small Town and Multimodal Networks Guide*, and the NACTO *Urban Bikeway Design Guide* and include the status of treatments for experimental use by Caltrans and allowed in the California Manual of Uniform Traffic Control Devices (CA MUTCD). Potential topics include:

- Complete Streets design criteria
- Innovative design practices at interchanges, large intersections, other high-conflict areas and mixing zones
- Urban/rural variations in bicycle and pedestrian infrastructure
- Innovative design guidance for rural and recreational areas
- Pedestrian safety countermeasures and bicycle facility selection guidance appropriate in urban and rural areas Toole Design wrote the existing (2012) AASHTO Bike Guide and is authoring the forthcoming (2019) Update to the Guide, which provides comprehensive guidance for bicycling facilities including protected bike lanes. Draft material from this national guide will be included in the County's Design Guidelines.

Task 5.4: Recommended Network, Support Facilities, and Programs

This task will draw upon the existing conditions tasks related to analysis of demand, collisions, and network connectivity to identify the recommended network, supportive facilities, and programs.

Bicycle Network

Toole Design will first create a subset of County roads to be identified as our Study Network. The Study Network will be evaluated and revised for the appropriate bicycle facility type that can be supported within it. Throughout this process, Toole Design will work with County staff to identify connectivity goals, such as creating low-stress crossings of major barriers at roughly half-mile increments or ensuring that every community has a connection to the nearest grocery store or school. This network will use existing low-stress streets as a first choice and will only use high-stress streets that require more financial and political investment where no low-stress alternative exists. Connections to existing and planned trails will also be considered. Toole Design will develop planning-level cost estimates to facilitate project prioritization and implementation strategies.

Pedestrian Network

While continuous, low-stress, linear facilities will be a priority for the bicycle network, pedestrian recommendations will focus on immediate access to important destinations such as schools, transit and commercial areas. Toole Design will identify strategies that address pedestrian gaps and safety issues identified in the Existing Conditions and Gap Assessment. Toole Design will create a GIS database of intersection, sidewalk and streetscape recommendations, allowing for geographic-based project prioritization in Task 5.5. Network recommendations will be displayed on the project base maps and summarized in a table.

Programs

Toole Design will also develop bicycle and pedestrian program recommendations aligned with statewide and national best practices. Each program recommendation will be geared toward both encouragement and safety. Recommendations will be customized in consideration of the County's existing program infrastructure and capacity

to take on additional education, encouragement, and enforcement programs. These recommendations may include policies around technology that prioritizes pedestrians and bicyclists, such as advance signal detection, green waves, and enhanced pedestrian crossing treatments.

Support Facilities

The assessment of support facilities will make recommendations for bicycle parking, such as bike rack design and policies for placement of bicycle parking facilities. Toole Design will also recommend strategies and policies for pedestrian and bicycle wayfinding, such as sign prototypes and standards for how and where wayfinding should be deployed. Opportunities for facilities such as bicycle repair stations will also be considered.

Task 5.5: Project and Program Prioritization

Toole Design will work with County staff to prioritize and rank projects for ease of review and selection and based on data and input collected in prior tasks. Prioritization criteria may include proximity to Disadvantaged Communities, outreach findings, important gap closures, ease of implementation, or other criteria identified through discussion with County staff and project stakeholders. Projects that can be implemented quickly with striping and signage will be identified up front and correlated to sidewalk gap closure projects or other street design projects already planned in the County's Capital Improvement Program. Further, Toole Design will give the County a holistic view of subsequent considerations such as maintenance needs. The prioritization process will inform subsequent implementation and financing tasks.

Task 5. Deliverables

- Technical memo summarizing demand analysis
- Technical memo summarizing gaps in the pedestrian and bicycle network
- Customized design guidelines
- Bicycle and pedestrian project maps and tables
- Technical memo summarizing network, support facilities, and programs recommendations
- Project prioritization framework and project list

Task 6: Financial and Implementation Plan

For this task, Toole Design will prepare an Implementation Plan that contains a prioritized list of corridors and other improvements, policy recommendations, action plans (short-term, medium-term, and long-term), and a funding strategy.

Task 6.1: Develop Financial Plan

Once capital projects and programs have been prioritized, Toole Design will develop a financial plan that includes capital, operations, and maintenance costs as well as program cost estimates. Toole Design will create summary of applicable funding sources that are available to San Mateo County, such as the Caltrans Active Transportation Program and Transportation Development Act – 3, county and regional sources such as Measure M, and the One Bay Area Grant (OBAG) program. This summary will include the types of funds, restrictions of the funds, the timeline for receiving funds, and information on how to be alerted of the application process. Funding information will be compiled in a summary memorandum.

Task 6.2: Develop Implementation Plan

The Implementation Plan will include a phasing schedule for the implementation of prioritized capital projects and recommended programs. The Plan will give the County our best ideas for an achievable network with short-, medium-, and long-term projects, each stage building on the previous. The schedule for program implementation will prioritize high-impact projects that can be delivered cost-effectively. Project and program implementation plans will include a description of agency responsibilities and coordination needs. A non-constrained implementation plan for the next 10 - 15 years will also be provided. This information will be presented to County staff, the BPAC, and project TAC for review and approval.

Task 6: Deliverables

- Planning-level project cost estimates
- Implementation schedule
- Funding strategy

Task 7: Draft Bicycle and Pedestrian Master Plan

Task 7.1: Prepare Administrative Draft Plan

Toole Design will assemble key findings from technical memoranda and other deliverables developed through previous tasks into a succinct administrative draft plan, which will be presented to and reviewed by County staff (with others reviewing per County recommendations). The administrative draft plan will focus on graphics and visuals, clearly conveying the findings and recommendations of the Plan. The plan will be organized geographically so stakeholders and community members in different parts of the county can quickly find recommendations most relevant to them.

Toole Design will create project cut sheets for 7-10 of the top priority projects. Cut sheets will include conceptual design drawings or illustrations that present each project's dimension, tradeoffs, and benefits as well as cross-sections where applicable. Each cut sheet will also include key performance measure results from the prioritization strategy, such as relative cost, potential demand, safety benefits, and equity variables. These cut sheets will support future grant funding for implementation.

Task 7.2: Prepare Public Draft Master Plan

The final step will be to develop the public draft Bicycle and Pedestrian Master Plan, which will incorporate comments and feedback received on one round of revisions to administrative draft plan. It will be posted on the project website for a public review period.

Task 7: Deliverables

- Administrative Draft Plan
- Comment matrix and response to County staff comments (assumes one set of consolidated comments)
- Public draft Plan
- Cut sheets for 7-10 high priority projects

Task 8: Final Bicycle and Pedestrian Master Plan

Task 8.1: Prepare Final Bicycle and Pedestrian Master Plan

After the final round of revisions based on public input, the Toole Design Team will submit the final Bicycle and Pedestrian Master Plan. Toole Design's graphic design team will create a look and feel that is carried throughout public outreach, the County's website, social media, and final documents. Document plans will integrate text and images into compelling narratives, and graphics, maps, and visual analytics will be used to help communicate information quickly and clearly. We will incorporate one round of consolidated comments on the Final Plan.

Task 8.2: County Adoption

Toole Design will support County staff in presenting the final Bicycle and Pedestrian Master Plan for the San Mateo County Board of Supervisors.

Task 8: Deliverables

- Final Bicycle and Pedestrian Master Plan in PDF and InDesign or graphically rich Word format
- Slide deck and presentation at the San Mateo County Board of Supervisors meeting
- Meeting notes from the San Mateo County Board of Supervisors meeting
- All electronic data including GIS files, PDF, Word, Excel, GIS, and other supporting files

Note that one round of revisions based on a consolidated set of client comments is assumed for all deliverables unless indicated otherwise.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Payment will be made within 30 days of receipt in San Mateo County accounting services for the Office of Sustainability of a written itemized invoice identifying the Task, specific work completed, and breakdown of charges. The Contractor will submit invoices on a monthly basis. The total payment of services to the Contractor shall not exceed \$218,930.

The tables below list the approximate available funding per task and approximate timeline for tasks:

Task	Funding
Task 2: Existing Conditions	\$23,776
Task 3: Bicycle and Pedestrian Master Plan Technical Advisory Committee	\$8,152
Task 4: Public Participation and Outreach	\$67,990
Task 5: Analysis, Network, and Recommendations	\$54,108
Task 6: Financial and Implementation Plan	\$15,852
Task 7: Prepare Administrative Draft Master Plan	\$19,108
Task 8: Final Bicycle and Pedestrian Master Plan	\$12,942
Direct Expenses (travel, printing, translation services, etc.)	\$17,000

	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	
Project Management																		
Kickoff Meeting																		
Ongoing Project Management																		
Progress Reports and Invoicing																		
Task 1: Existing Conditions																		
Task 1.1: Data Collection																		
Task 1.2: Review Background Documents																		
Task 1.3: Existing Conditions Memorandum																		
Task 2: BPPV Technical Advisory Committee Meetings (4)																		
Task 3: Bicycle and Pedestrian Technical Advisory Committee																		
Task 4: Public Participation and Outreach																		
Task 4.1: Community Survey and Mapping																		
Task 4.2: BPPV "Road Shows" (12)																		
Task 4.3: Interactive Community Workshops (6)																		
Task 4.4: Walking and Bicycling Tours (4)																		
Task 4.5: Bicycle and Pedestrian Advisory Committee Meetings (4)																		
Task 5: Analysis, Network, and Recommendations																		
Task 5.1: Demand Analysis																		
Task 5.2: Pedestrian and Bicycle Gap Assessment																		
Task 5.3: Design Guidelines																		
Task 5.4: Recommended Network, Support Facilities, and Programs																		
Task 5.5: Project and Program Prioritization																		
Task 6: Financial and Implementation Plan																		
Task 6.1: Develop Financial Plan																		
Task 6.2: Develop Implementation Plan																		
Task 7: Prepare Administrative Draft Master Plan																		
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Task 8.1: Prepare Final Bicycle and Pedestrian Master Plan																		
Task 8.2: County Adoption																		

ATTACHMENT IP
Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.