

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
Nelson\Nygaard Consulting Associates, Inc.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Nelson\Nygaard Consulting Associates, Inc. hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for Commuter Bus Pilot Evaluation services on June 23, 2017, for a term of June 1, 2017, through October 31, 2017, for an amount not to exceed \$56,615; and

WHEREAS, on December 22, 2017, the Office of Sustainability amended the existing contract to extend the term to June 30, 2018, and increase the not-to-exceed amount by \$43,142 for a new not-to-exceed amount of \$99,757 for the purpose of defining Commute Alternative Program Goals and developing Transportation Demand Management (TDM) program scenarios; and

WHEREAS, following the execution of Amendment 1 of the Agreement, the parties discovered ministerial errors concerning the increase in the amount for Phase II of the project as well as the new not to exceed amount of the Agreement; and

WHEREAS, the parties desire to correct such errors in order to clearly document the increased amount as well as the new not to exceed amount in Amendment 1 of the Agreement; and

WHEREAS, the increase in the contract amount in Amendment 1 of the Agreement was overstated and the correct increased amount was \$43,062 for a corrected not to exceed amount of \$99,677; and

WHEREAS, the parties now wish to amend the Agreement to extend the term from June 30, 2018, to June 30, 2019, and increase the not-to-exceed amount by \$75,621 for a new not to exceed amount of \$175,298.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement, "Payments," is amended to read as follows:

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 ONE HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED AND SEVENTY EIGHT DOLLARS (\$175,298.00). 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.

2. Section 4 of the agreement, "Term," is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2017, through June 30, 2019.

3. Exhibit A of the agreement is amended to add the following:

TASK 12: PHASE III PROJECT MANAGEMENT AND COMMUNICATIONS

The Contractor will provide oversight throughout the duration of the project and guarantee that the County receives a high-quality product by assuring that:

- The Scope of Work is produced, adhered to, and revised if mutually agreed to with the County Project Manager and meets the approval of the community.
- The County is regularly informed of project status and is an active partner in the execution of the project.
- Meeting materials and all deliverables are of the highest quality.

Contractor will hold a kickoff meeting with county staff to confirm and/or refine the project goals, approach and schedule. This meeting will provide an opportunity to share project background with the full team, share project needs and goals, discuss key issues and concerns, and establish communication protocols. A key point of discussion will be to identify constraints to program implementation and confirm the study area boundaries and data collection approach for the parking analysis.

In addition to the project kickoff, Contractor will participate in monthly check-in calls with County staff to discuss project status; project staff to attend each meeting will be determined based on underway and upcoming tasks. These meetings will supplement ongoing and regular communication (including monthly progress reports that will accompany all invoices) provided by Contractor.

Deliverable:

- Kickoff Meeting, Finalized Scope, Schedule, and Budget
Deliverable To Be Completed By: Ongoing

TASK 13: PHASE III DOCUMENT REVIEW

Contractor will build off of parking and program data collected in their previous work to build a complete picture of current commute trends, values, and guide the restructuring of an employee incentive program. As part of the analysis, the collection and review will be separated out by parking and Transportation Demand Management (TDM) materials:

Transportation Demand Management (TDM)

- Documentation on all Sam Trans commuter service
- Review of existing Commute.org services
- Federal commute subsidy regulations
- The past three years of annual 511 transportation surveys detailing employees' transportation patterns, starting/ending locations, and interests

Parking

- Prior traffic studies and transportation plans within Redwood City in the vicinity of the site
- City and County plans, policies, and requirements applicable to the site of the proposed parking garage at the COB3 site
- Employee parking programs and policies, if any

A final list of background materials for review will be determined at the project kick-off. From the review of the existing data and documentation, the Contractor will prepare a list of all existing data and data gaps and will develop a data collection plan that documents data needs and collection procedures and submit this to the County for approval. Where needed, data gaps will be filled through a range of supplemental data collection efforts.

To conserve budget, the County will be responsible for getting data into a meaningful format for the Contractor to analyze. If data does not exist that is crucial to the analysis, the Contractor will provide direction for the County to do data collection and provide results.

Deliverable:

- Memorandum of Data Review Findings
Deliverable To Be Completed By: April 2018

TASK 14: COMMUTE ALTERNATIVES SURVEY

Contractor will help the County conduct a survey to get a deep understanding of employee commute patterns, needs, program awareness, and values. Some key considerations for administering the survey will include:

- Ensure distribution to a large audience to help guide the development of a full, employee wide commute program and allow for a more detailed understanding of potential vehicle trip reductions at the new COB3 site.
- Survey length should be such that the survey take no more than 10 minutes to complete and remains open for a minimum of two weeks.
- Survey should help ensure that employees have a say in the program, and will open up an avenue for additional outreach meetings later in the project.

Contractor will support the County in developing survey questions and will guide the survey analysis for key findings; county staff will create the survey using an online survey platform and lead survey administration and distribution. All survey analysis outputs will be shared with Contractor for discussion, and the Contractor will provide a summary of survey findings report; the final version of this report will be based on one set of non-conflicting comments.

Deliverable:

- Summary of survey findings, draft and final
Deliverable To Be Completed By: May 2018

TASK 15: COMMUTE INCENTIVE PROGRAM ANALYSIS

Changes to the commuter bus service highlighted a need to reevaluate the structure of the cash benefit to make sure it aligns with Bay Area market values, with a particular focus on how to structure a subsidy and payment program for the commuter bus service. The goal of this task is to have an incentive structure strategy that makes sure what the County offers is competitive enough to encourage employee mode shifts. Specific recommendations will be woven into the larger TDM plan.

Contractor will evaluate peer programs, existing case studies, and industry practices, building upon research conducted for the commuter bus program. Contractor will be looking to determine the value of commute options and a proposed subsidy structure that aligns with regional transportation costs and encourages people to change the way they travel by researching

To determine a fair market value for non-driving commuter subsidies, Contractor will look at fare rates and structures for high quality commuter service, including commuter express bus service, Caltrain, and private ride services and will also document the differences in quality of service for riders.

Deliverable:

- Memorandum documenting incentives program
- *Deliverable To Be Completed By: June 2018*

TASK 16: EMPLOYEE OUTREACH

To increase employee participation in developing the TDM program, Contractor will support the planning of and attend no more than one (1) engagement event, which may be a workshop, focus group, or other event to collect employee insights or feedback. This meeting may be for the program development overall or for a specific strategy. Focus groups are suggested for structured conversations that help expand the project team's understanding of employee needs, experiences, and expectations; workshops are suggested for getting employee feedback through interactive activities that structure a specific program.

As part of this task, Contractor will identify additional outreach needs and provide guidance to the County to host events to gather employee feedback or input and on meeting format and needed materials. County staff will organize, facilitate, prepare materials, and document all insights and findings for each additional meeting, and will provide this documentation to Contractor in Word format; Contractor will not attend. Attendance by the Contractor team, and assistance developing presentation materials, can be added to the project scope on an as-needed basis. A cost per meeting is included in the optional tasks section of the project budget.

Deliverables:

- Employee outreach meeting materials and facilitation for one outreach meeting
- Synthesis of meeting findings

Deliverable To Be Completed By: July-October 2018

TASK 17: DRAFT AND FINAL TDM PLAN

Contractor will build off previous efforts used to right-size the COB3 parking garage and will recommend a TDM plan based off of the preferred direction used in this right-size analysis. The draft TDM plan will include a variety of strategies that align with the commute program goals established in Task 13 and findings from the commute alternative survey. Strategies will be presented by three subject areas: employer provided services; employee programs; and parking management. The TDM plan will include information on overall effectiveness in reducing drive alone commute trips, capital and operating costs to implement, level of effort to maintain, and impacts on employee health. The plan will also include the party responsible for implementation of each strategy, noting strategies that would require outside consultation or contracting, a program monitoring approach that includes ongoing data needs for various strategies, performance metrics for the overall program specific strategies, and an estimate of the potential reduction in drive alone trips.

Upon receiving a single set of non-conflicting comments compiled by the county staff, Contractor will finalize the TDM plan. Contractor will attend up to one (1) in person meeting with county staff or the Board to present the TDM plan structure and recommendations; county staff will determine the appropriate date for this meeting.

Deliverables:

- Draft and Final Plan
- Presentation of findings at up to one meeting

Deliverable To Be Completed By: January 2019

4. Exhibit B is amended to the agreement to read as follows:

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

Contractor will submit invoices monthly for services provided in the prior month.

In no event shall the amount of this Agreement exceed ONE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED AND NINETY EIGHT DOLLARS (\$175,298) for the term of the agreement.

Payment will be made within twenty (20) working days after approval of the invoice by the Deputy County Manager, or their designee.

The County may withhold all or part of the Contractor's total payment if the Deputy County Manager or their designee determines that the Contractor has not satisfactorily performed services.

Task	Hours	Price
1 Project Management	26	\$5,220
2 Data Collection and Analysis	90	\$14,165
3 Alternatives Development	36	\$6,300
4 Stakeholder Engagement	70	\$10,720
5 Recommendations and Final Report	92	\$14,560
6 Outreach Campaign	36	\$5,200
7 Phase II Project Management	21	\$3,872
8 Commute Alternatives Program Goals	34	\$5,947
9 Background Data and Document Review	71	\$9,557
10 TDM Scenarios and Right Size Analysis	124	\$19,154
11 Parking Garage Planning Review	27	\$4,532
Direct Expenses – Phase 1-2		\$450
Phase 3 – TDM Program Development		
12 Project Management & Communications	50	\$7,650
13 Document Review	92	\$11,505
14 Commute Alternatives Survey	113	\$13,735
15 Commute Incentive Program	118	\$14,890
16 Employee Outreach	50	\$7,250
17 Draft and Final TDM Plan	151	\$18,500
Direct Expenses – Phase 3		\$2,090
Grand Total	1201	\$175,297

5. **Exhibit B-1: Nelson\Nygaard Labor Costs is added to the agreement to read as follows:**
(See next page)

[illegible]

- 6. All other terms and conditions of the agreement dated June 23, 2017, and the contract Amendment dated December 22, 2017, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: Nelson\Nygaard Consulting Associates, Inc

Paul Ogawa
Contractor Signature

3/6/18
Date

Paul A. Jewel
Contractor Name (please print)
Nelson Nygaard

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board