



METROPOLITAN
TRANSPORTATION
COMMISSION

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August 17, 2012

REQUEST FOR PROPOSAL

for

Priority Development Area Readiness Assessment

Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to assist MTC and the Association of Bay Area Governments (ABAG) with an assessment of residential development readiness and feasibility in Priority Development Areas (PDA) throughout the region. Specifically, qualified firms or teams will be asked to work with staff from MTC and ABAG to evaluate a sample of PDAs to determine what work will need to be done to prepare those PDAs for residential development as identified in Plan Bay Area.

This letter and its enclosures constitute the Request for Proposal (RFP) for this project. Responses should be submitted according to the instructions set forth in this RFP.

Any addenda to this RFP that may be issued by MTC will be posted at <http://procurements.mtc.ca.gov/>; it is the proposer's responsibility to check for addenda to this RFP and comply with new or revised requirements that may be stated therein.

Proposal Due Date

Proposers must submit an original and four (4) copies of their proposals by **4:00 p.m., Friday, September 7, 2012. Proposals received after that date and time will not be considered.** One (1) electronic copy must also be submitted. Submission of the electronic copy will not satisfy the proposal submission deadline.

Requests for clarification or exception to RFP provisions must be received no later than 4:00 p.m., August 24, 2012 to guarantee consideration.

Submitted proposals will be considered firm offers to enter into a contract and perform the work described in this RFP for a period of ninety (90) days from their submission.

Adrienne J. Tissier, Chair
San Mateo County

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

David Campos
City and County of San Francisco

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

Dorene M. Giacopini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Mark Green
Association of Bay Area Governments

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Liccardo
Cities of Santa Clara County

Jake Mackenzie
Sonoma County and Cities

Kevin Mullin
Cities of San Mateo County

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

MTC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to Therese Trivedi, Project Manager, at the address shown below. E-mail inquiries may be directed to ttrivedi@mtc.ca.gov. For telephone inquiries, call (510) 817-5767. Therese Trivedi, Project Manager

Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700
Fax: (510) 817-5848

Background

MTC, in coordination with ABAG, seeks a Consultant or Consultant team to advance an assessment of PDA development readiness and feasibility to help guide implementation of Plan Bay Area, the region's integrated land-use/transportation plan.

Plan Bay Area's *Jobs-Housing Connection Strategy* projects that the San Francisco Bay Area will grow by over 2 million people, 1 million jobs and 660,000 housing units by 2040. Much of this growth is anticipated to be located in PDAs, or designated areas identified by local jurisdictions to be appropriate for residential and commercial development.

To implement Plan Bay Area and the growth projected for the cities within the region, an assessment of PDA development readiness and feasibility, as well as the policies and resources needed to support growth, is necessary. The assessment will build upon a 2010 PDA Assessment conducted by ABAG/MTC staff and identify metrics that signify PDA strengths for development potential, as well as limitations which may need to be addressed to achieve the land use pattern included in the Plan.

Consultant Qualifications

Proposals must demonstrate that the Consultant or Consultant team meets the following minimum consultant qualifications to be eligible for consideration for this project. A minimum qualification is met when the consultant or at least one firm on the consultant team has experience in the following:

- Market demand analysis for residential (market-rate and affordable), retail and commercial development and supporting financial analysis such as development of pro-formas and return on investment analysis.
- Transportation (motorized and non-motorized) and non-transportation (i.e. sewers, utilities, etc.) infrastructure planning and design.
- Municipal financing mechanisms (both standard and innovative) to finance transit-oriented development (TOD), including public and private infrastructure, housing, and other related TOD improvements.
- Assessment of jurisdictional planning, approval and entitlement processes, as well as community and political support for development.
- Long range real estate and development forecasting and trend analysis.

MTC recognizes that one firm may not have all of the qualifications noted above. Therefore, MTC encourages the formation of teams of firms with complementary experience to satisfy all minimum qualifications.

Scope of Work, Schedule and Budget

A scope of work for this planning effort is included in this RFP as *Appendix A, Scope of Work*.

A maximum of seventy five thousand dollars \$75,000 is available for this effort.

MTC expects the work to commence on or after September 17, 2012 and to be completed by November 30, 2012.

Evaluation Factors

An evaluation panel will rank proposals according to the evaluation factors listed in *Section IV* of the RFP. Interviews, if held, will occur on September 13, 2012.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the firm or team that presents a proposal that, in the opinion of MTC, are the most advantageous to MTC, based on the evaluation criteria in *Section IV*.

Consultant Selection Timetable

August 24, 2012 by 4:00 p.m.	Closing date and time for requests for clarifications/ exceptions
No later than five (5) business days prior to the date proposals are due	Closing date and time for objections to RFQ provisions
September 7, 2012 at 4:00 p.m.	Closing date/time for receipt of proposals
September 13, 2012	Interviews (if held)
September 17, 2012 (approximate)	Recommendation of consultant(s) and execution of contract(s)

General Conditions

MTC will not reimburse any Consultant for costs related to preparing and submitting a proposal.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.

MTC's standard consultant agreement is enclosed for your reference as *Appendix B*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests

for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

Authority to Commit MTC

Based on an evaluation conducted by the selection panel, the Executive Director will commit MTC to the expenditure of funds in connection with the RFP. Thank you for your participation.

Sincerely,



Ann Flemer
Deputy Executive Director, Policy

AF: TT

J:\CONTRACT\Procurements\Planning&Analysis\RFPs\FY 12-13\PDA Feasibility for PBA final.docx

REQUEST FOR PROPOSAL

to the

METROPOLITAN TRANSPORTATION COMMISSION

PLAN BAY AREA PRIORITY DEVELOPMENT AREA
READINESS & FEASIBILITY ASSESSMENT

August 17, 2012

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. PURPOSE & PROJECT DESCRIPTION

A. Purpose

MTC, in coordination with ABAG, seeks a Consultant or Consultant team to advance an assessment of PDA development readiness and feasibility to help guide implementation of Plan Bay Area, the region's integrated land-use/transportation plan.

B. Project Description

Plan Bay Area's *Jobs-Housing Connection Strategy* projects that the San Francisco Bay Area will grow by over 2 million people, 1 million jobs and 660,000 housing units by 2040. Much of this growth is anticipated to be located in PDAs, or designated areas identified by local jurisdictions to be appropriate for residential and commercial development.

To implement Plan Bay Area and the growth projected for the cities within the region, an assessment of PDA development readiness and feasibility is necessary. The analysis will build upon a 2010 PDA Assessment conducted by ABAG/MTC staff and identify metrics that signify PDA strengths for development potential, as well as limitations which may need to be addressed to achieve the land use pattern included in the Plan.

In 2010, local jurisdictions completed PDA Assessment surveys for 76 of the 94 PDAs, planned or adopted, at that time. Data from these surveys will be the starting point for the work outlined below (see Attachment A-1 for the 2010 PDA Assessment survey). Work will primarily focus on a subset of approximately 42 out of the 76 completed surveys, but may also require collecting additional data for these PDAs.

II. SCOPE OF WORK, SCHEDULE AND BUDGET

A scope of work for the project is provided in *Appendix A, Scope of Work*.

MTC anticipates that work will commence on or after September 17, 2012 and be completed by November 30, 2012.

The budget for this project is a maximum of seventy-five thousand dollars (\$75,000).

III. FORM OF PROPOSAL

Sections that should be included in each proposal are described below. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

A. Transmittal Letter

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should include the name and telephone number of a contact person if different from the signator. The cover letter should include a statement that the proposal is a firm offer to contract with MTC to perform the work according to the terms of the RFP for ninety (90) days from the due date for submission.

B. Title Page

Title page showing the RFP subject, the name of the proposer's firm, address, telephone number, name of contact person, and the date.

C. Qualifications and Experience

A detailed statement of the firm's qualifications and previous experience in conducting work similar to that described in the Scope of Work (*Appendix A*), and short resumes of the personnel the Consultant intends to use to perform the project, summarizing the individual's training and experience relevant to this project. This section should demonstrate experience and expertise in **all** minimum qualifications. If subcontractors are used, include the resumes of key subcontractor personnel, as well. A table showing each proposed staff person and their applicable skills and/or areas of expertise should be provided.

D. Similar Projects and MTC Contracts

A summary (no longer than one page each) of at least three (3) projects similar in subject matter and scope to this project, including the client agency, the contract term and amount, and a contact person (with telephone number and e-mail) who may be contacted as a reference.

A list of any contracts with MTC (or Bay Area Toll Authority (BATA) or Service Authority for Freeways and Expressways (SAFE)) by the Consultant or any of its subconsultants in the past three (3) years, including a brief description of the scope of work, the contract amount, date of execution and the MTC project manager.

E. Work Sample

At least one copy of one report or final work product, which identifies the authors, prepared by key members of the Consultant team in which scope and details are comparable to those required under this project.

F. Detailed Work Plan, Schedule, and Budget

1. Detailed Work Plan and Schedule.

A detailed work plan covering the work described in *Appendix A*, Scope of Work, identifying tasks and subtasks in sufficient detail to demonstrate a clear understanding of the project; a schedule for completing all deliverables that demonstrates the Consultant will complete all the work by November 30, 2012; and a staffing plan for each task, identifying all key personnel and their roles and responsibilities for the project.

2. Budget.

A breakdown of the expected costs for each task and subtask identified in the detailed work plan, including hours and labor costs by key personnel and other staff and any expenses the Consultant expects to pass along to MTC.

3. Hourly Rates

The fully loaded hourly rates for all personnel to be used on the project, including subconsultants, which shall be the basis for compensation to the selected Consultant in the event additional work is added to the agreement. Fully-loaded hourly rate means an hourly rate that includes all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, and ordinary materials and supplies.

G. Forms and Certificates

1. A signed Insurance Provisions document (*Appendix B-1*).
2. A signed California Levine Act statement (*Appendix C*)

IV. PROPOSAL EVALUATION

A. Review for General Responsiveness

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for satisfaction of the minimum qualifications and inclusion of the items requested in Form of Proposal above. Proposers failing to meet the minimum qualifications will not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Form of Proposal may be considered responsive, if evaluation in every criterion is possible. **MTC reserves the right to request additional information from responsive proposers prior to evaluation.**

B. Evaluation

Responsive proposals meeting the minimum qualifications will be evaluated by a panel of staff representatives from MTC and ABAG and other partner agencies, based on the following evaluation factors. The first two factors shall be valued at 75% of the evaluation outcome. The last two factors are of approximately equal importance, totaling 25% of the outcome.

- Firm and assigned staff expertise and experience in conducting similar types of projects involving all qualifications requested;
- Approach to carrying out project, and allocation of resources;
- Cost effectiveness and hourly rates; and
- Presentation effectiveness, including the abilities to write, illustrate, and present both qualitative and quantitative information in a clear and illustrative manner. Oral communication skills will be evaluated if interviews are held.

Following the evaluation, the panel may elect to recommend award to a firm or team or may develop a “short list” of firms or teams with a reasonable likelihood of being awarded a contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation.

MTC reserves the right to not convene interviews and to make an award on the basis of written proposals alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

C. Recommendation for Award

The MTC Project Manager will then recommend firm or team for approval by the Executive Director. If he agrees with the recommendation, he will direct staff to enter into a contract with the selected firm(s).

V. GENERAL CONDITIONS

A. Limitations

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the Consultant or Consultant team whose proposal is most advantageous to MTC, based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Consultant to contract with MTC according to the terms of the RFP for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to MTC.

D. Contract Arrangements

The contract resulting from this RFP will be firm-fixed price, with payment to Consultant based on the receipt of satisfactory deliverables, as described in *Appendix A*.

MTC’s standard contract is enclosed for your reference as *Appendix B*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC’s standard contract provisions.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix B-1*. Each policy or policies shall include MTC as additional insureds and an endorsement providing that such insurance is primary insurance and

no insurance of MTC will be called on to contribute to a loss. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

E. Selection Disputes

A firm/team may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than three (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. within three (3) working days after the date on which the proposer has received notice that contract award has been authorized to another proposer, for objections to Consultant selection.

The MTC Section Manager responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Manager.

Should the Proposer wish to appeal the decision of the MTC Section Manager it may file a written appeal with the MTC Executive Director, no less than three (3) working days after receipt of the written response from the Executive Director. The Executive Director's decision will be the final agency decision.

F. Public Records

This RFQ and any material submitted by a proposer in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC Executive Director has authorized award.

APPENDIX A, SCOPE OF WORK

MTC, in coordination with ABAG, seeks a Consultant or Consultant team to advance an assessment of Priority Development Area (PDA) development readiness and feasibility to help guide implementation of Plan Bay Area, the region's integrated land-use/transportation plan.

Plan Bay Area's *Jobs-Housing Connection Strategy* projects that the San Francisco Bay Area will grow by over 2 million people, 1 million jobs and 660,000 housing units by 2040. Much of this growth is anticipated to be located in PDAs, or designated areas identified by local jurisdictions to be appropriate for residential and commercial development.

To implement Plan Bay Area and the growth projected for the cities within the region, an assessment of PDA development readiness and feasibility, as well as the policies and resources needed to support growth, is necessary. This assessment will build upon a 2010 PDA Assessment conducted by ABAG/MTC staff and identify metrics that signify PDA strengths for development potential, as well as limitations which may need to be addressed to achieve the land use pattern included in the Plan.

In 2010, local jurisdictions completed PDA Assessment surveys for 76 of the 94 PDAs, planned or adopted, at that time. There are 200 PDAs today. Data from these surveys will be the starting point for the work outlined below (see Attachment A-1 for the 2010 PDA Assessment survey). Work associated with this project shall focus on analyzing a subset of approximately 42 of the 76 surveys received. Since a number of surveys are incomplete, additional data collection will likely be necessary.

Task 1: PDA Development Readiness & Feasibility – PDA-level Analysis

Consultant shall review appropriate data, including 2010 PDA Assessment data, other regional agency data and/or other applicable data to assess the development readiness and feasibility of a subset of approximately 42 of the region's planned PDAs. The following areas of Consultant expertise shall inform this assessment:

- Market demand analysis for residential (market-rate and affordable), retail and commercial development and supporting financial analysis such as development of pro-formas and return on investment analysis,
- Transportation (motorized and non-motorized) and non-transportation (i.e. sewers, utilities, etc.) infrastructure planning and design,
- Municipal financing mechanisms (both standard and innovative) to finance transit-oriented development (TOD), including public and private infrastructure, housing, and other related TOD improvements,
- Assessment of jurisdictional planning, approval and entitlement processes, as well as community and political support for development,
- Long range real estate and development forecasting and trend analysis
- Track record of real estate and development analysis used by private sector developers as part of project due diligence and investment "green light" decisions.

Through the 2010 PDA Assessment, regional agency staff organized development readiness around three main topic areas with the following metrics. These metrics offer an initial potential approach to evaluating PDA development readiness and feasibility.

Planning and Entitlement

Identified metrics include: the extent of planning completed for the PDA, the average processing time for project approvals, typical development fees, and entitlement streamlining policies in place.

Investment Attractiveness

Identified metrics include: number of pipeline and under-construction projects, entitled and built units within versus outside the PDA, the expected effect of vacancies and foreclosures on development, and infill development potential based on the investment-to-land ratio.

Community Support

Identified metrics include: level of stakeholder involvement and support for transit-oriented development (TOD), elected official support for plan adoption, approved versus rejected TOD projects in the PDA, and unresolved community concerns regarding TOD.

In addition to these metrics, Consultant or Consultant team shall also consider the capital infrastructure needs identified to support PDA growth for each PDA in the sample. These costs may include transportation (e.g. streetscape, roads, parking, etc.), non-transportation (e.g. utilities, etc.), parks and public facilities. Based on the infrastructure need and the amount of growth anticipated in each PDA, a possible metric is capital need per new housing unit.

Consultant or Consultant team shall confirm whether to use these metrics and/or determine whether other metrics should be used for the assessment of PDA readiness and feasibility. Since a number of 2010 PDA Assessment surveys are incomplete, additional data collection for the sample may be required. If additional data collection from PDA jurisdictions is necessary, Consultant or Consultant team shall coordinate through MTC/ABAG staff for data requests.

Consultant or Consultant team shall also contact developers active in each PDA included in the sample, to the extent possible, for their input on PDA development feasibility and readiness given their local development knowledge.

Deliverable #1: Summary report on each of the PDAs included in the sample assessing PDA development readiness and feasibility.

Task 2: PDA Development Readiness & Feasibility – Policy Areas for Refinement

Consultant or Consultant team shall review the summary reports prepared for each PDA in Task 1 above, for topic areas or policies that, if addressed or refined, could advance jurisdictional development readiness and feasibility over the horizon of Plan Bay Area. Consultant or Consultant team shall identify potential steps to address these topic areas, categorizing them as requiring short-term or long-term attention, as well as entities that may play a role in their advancement.

Given the topic areas and refinements identified to address, the Consultant or Consultant team shall include an estimate of the number of housing units that could potentially be built in the near, medium and long term for each PDA in Task 1 above.

Deliverable #2: Summary report identifying topic areas/policies and refinements that would serve to maximize PDA development readiness and feasibility, along with estimated number of units to be built in the near, medium and long term given these refinements.

Task 3: Development Readiness & Feasibility in Non-PDA Areas

Consultant shall evaluate potential development readiness and feasibility in areas outside of designated PDAs. A methodology for assessment of these areas shall be determined in consultation with regional agency staff, and shall be aligned with Plan Bay Area Environmental Impact Report (EIR) Alternative 4 – Enhanced Network of Communities.

Deliverable #3: Summary report on development readiness and feasibility in non-PDA areas.

APPENDIX A-1, FOCUS PDA ASSESSMENT SURVEY

APPENDIX A-1
FOCUS PDA Assessment Survey

Instructions for Completing the Survey

The purpose of this survey is to collect data about Planned PDAs. If your jurisdiction has more than one Planned PDA, you will need to fill out one survey for each Planned PDA. Please do not fill out surveys for your Potential PDAs.

The survey is separated into nine tabs that include questions related to a specific topic. On each tab there is space for you to identify the person who completed that section, so we will know whom to contact in case we have questions about the answers provided.

Wherever possible, we have tried to pre-fill answers to survey questions based on information gathered previously (from PDA applications, PDA assessment meetings, etc.).

Information highlighted in **GREY shaded boxes** is not editable.

Information highlighted in **BROWN shaded boxes** should be edited if incorrect.

Boxes highlighted in **LIGHT BLUE** require your input.

To assist you in filling in the Infrastructure Needs and Funding Sources tabs, the infrastructure budget that you provided with your PDA application was attached to the email along with this survey.

Once you have completed your survey, please send it back to Gillian Adams at:

GillianA@abag.ca.gov

*Please submit your completed survey no later than **Friday, April 23**.*

If you have questions or encounter any technical difficulties while working on this survey, please send an email to Gillian Adams (GillianA@abag.ca.gov) describing your question/problem.

Thank you once again for taking the time to complete this survey!

PDA Overview

PDA Name: SOURCE: PDA application

PDA Jurisdiction: SOURCE: PDA application

PDA Key: SOURCE: PDA application

Primary PDA Contact Name: SOURCE: PDA application

Primary PDA Contact Phone: SOURCE: PDA application

Primary PDA Contact Email: SOURCE: PDA application

Primary PDA Plan Name: SOURCE: PDA application

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

1 What is your CURRENT and PROPOSED (FUTURE) PDA Place Type?

MTC's Place Type definitions can be found in the 2007 Station Area Planning Manual:

http://www.mtc.ca.gov/planning/smart_growth/Station_Area_Planning_Manual_Nov07.pdf

CURRENT

- Regional Center
- City Center
- Transit Town Center
- Suburban Center
- Urban Neighborhood
- Transit Neighborhood
- Mixed-Use Corridor
- None of the above

FUTURE

- Regional Center
- City Center
- Transit Town Center
- Suburban Center
- Urban Neighborhood
- Transit Neighborhood
- Mixed-Use Corridor

PDA Overview

2 Please confirm or revise the following totals for your PDA, both EXISTING (2010) and FUTURE (PLAN HORIZON). Future numbers should be based on build-out figures from your PDA plan. Please describe the source of your data and the methodology used to arrive at your estimation. Please specify the horizon year for your plan.

- a. Total Jobs
- b. Commercial: *office*
- c. Commercial: *retail*
- d. Mixed Use
- e. Industrial
- f. Cultural/Institutional
- g. Total Housing Units

YEAR: 2010 insert horizon year here

EXISTING JOBS

0

FUTURE JOBS

edit number here; SOURCE: PDA Application

EXISTING SQ. FT.

500,000

FUTURE SQ. FT.

edit number here; SOURCE: PDA Application

EXISTING HOUSING UNITS

12,000

FUTURE HOUSING UNITS

edit number here; SOURCE: PDA Application

SOURCE / METHODOLOGY

3 Could you EXCEED your expected levels of growth given resources beyond current expected funding levels and policies? If YES, please describe.

ADDITIONAL ACHIEVABLE HOUSING UNITS:

BY YEAR:

enter numbers here if known, or give approx. range

ADDITIONAL ACHIEVABLE JOBS:

BY YEAR:

enter numbers here if known, or give approx. range

COMMENTS

PDA Overview

6 How much parking is existing and planned in your PDA?
 a. Total number of spaces

EXISTING SPACES (2010)	FUTURE SPACES
<input type="text"/>	<input type="text"/>

enter number here

7 What are the parking standards for the PDA based on your plan? If no minimum or maximum please answer "none." If parking space reductions are allowed for each use, please check the "Reductions Allowed" box and provide details in the comments box.

a. Non-residential

b. Residential: *multi-family, 2 BR*

FUTURE		REDUCTIONS ALLOWED
MINIMUM/SQ. FT.	MAXIMUM/SQ. FT.	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
MINIMUM/UNIT	MAXIMUM/UNIT	
<input type="text"/>	<input type="text"/>	

enter number here

enter number here

COMMENTS:

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

Project Type	Description
Streetscape Improvements	Sidewalk widening, bulb-outs, cross walk enhancements, audible signal modification; mid-block crossings; new striping for bike lanes and road diets; pedestrian street lighting, medians, pedestrian refuges; pedestrian way-finding signage; street furniture; permanent bike racks, street tree and planters; on-site stormwater management and permeable paving
Connectivity Projects	Class 1 bicycle/pedestrian paths; pedestrian/bicycle bridges
Station Improvements	Plazas, station access, pocket parks at station, wayfinding signage
Shuttles & Other Public Transportation	Major public transit improvements or expansion (if city has major involvement)
Parking Structures	TOD parking facilities (structured or below-grade)
Transportation Demand Management	Transit pass program (TransLink ®), Car share and ride share programs
Road Improvements	New roads or road modifications needed for access to/through the PDA, e.g. a new road to cut through super-block, etc; do not include re-paving projects
Land Assembly / Site Acquisition / Land Banking	
Environmental Cleanup	
Non-Transportation Infrastructure / Utilities	Water, sewer, electric/gas infrastructure upgrades; water supply upgrades
Affordable Housing	Publicly-funded component (subsidies) or in-lieu fee-funded component of affordable housing; do not include privately-funded affordable housing
Parks	pocket parks, plazas, ball fields, etc.
Public Facilities	libraries, community centers; schools; healthcare facilities, etc.

Planning & Entitlement Process

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

1 For your PDA, what planning components have been completed or are under preparation? For each item listed below, please select "Complete" if the process/document has been completed, or specify the anticipated timeframe for completion if not yet complete. If not applicable, select "Not Applicable." Provide comments as necessary.

	COMPLETE	WITHIN 2 YEARS	2+ YEARS	NOT APPLICABLE
a. Specific Plan or other area plan (neighborhood/precise plan) adopted	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Programmatic EIR for primary PDA-plan adopted	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Zoning code amendments adopted	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. General Plan amendments adopted	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Redevelopment Plan adopted	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Infrastructure financing strategy for primary PDA plan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Implementation plan for primary PDA plan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Urban design guidelines	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Streetscape/street design plan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j. Form-based code	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k. Other (specify):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS

2 For your PDA, which of the following components are included in or were prepared to help develop your primary PDA plan? (Check all that apply.) Please confirm the name of your primary PDA plan, and provide a URL for the plan if available. Provide comments as needed.

- Community engagement strategy
- Land use alternatives analysis
- Station access & connectivity plan
- Affordable housing/displacement strategy
- Market demand analysis
- Parking demand analysis
- Pedestrian-friendly design standards
- Accessibility & visitability plan

For a description of the planning components listed, please refer to MTC's 2007 http://www.bayareavisjon.org/initiatives/PDFs/SAP_Guidelines_Cycle3_July2009.pdf

edit name of primary PDA plan here

COMMENTS / PRIMARY PDA PLAN URL

Planning & Entitlement Process

3 Which of the following procedures and approval steps are required for development projects within your PDA? Indicate the AVERAGE amount of time needed to complete each necessary public approval. Select "Not Required" if not required. Provide comments as needed.

- a. Project-level EIR
- b. Site Plan Review
- c. Design Review
- d. Use Permit
- e. Other Discretionary Review
- f. Building Permit
- g. Other (specify):

NOT REQUIRED	0-3 MONTHS	3-6 MONTHS	6-12 MONTHS	12+ MONTHS
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				

COMMENTS

4 For projects within the PDA, what is the AVERAGE TOTAL processing time for:

- a. Residential project approvals: *single-family*
- b. Residential project approvals: *multi-family*
- c. Commercial project approvals
- d. Mixed-use project approvals
- e. Other (specify):

NOT APPLICABLE	0-6 MONTHS	6-12 MONTHS	12-18 MONTHS	18+ MONTHS
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				

COMMENTS

Planning & Entitlement Process

5 Which of the following policies have been implemented to streamline the development approval process? (Check all that apply.)

- Expedited Review
- By-right/As-of-right development
- Waived or reduced fees
- CEQA exemptions for TOD (eased Level-of-Service standards for PDA, etc.)
- On-going neighborhood engagement process
- Other:

specify "other" here

6 Please provide the TOTAL TYPICAL DEVELOPMENT FEE for a NEW 20-UNIT RESIDENTIAL DEVELOPMENT within your PDA. Include all applicable fees for the development (approvals, design and engineering reviews, permits, impact fees, community benefits fees, utility fees, etc.).

TOTAL DEVELOPMENT FEE (\$)

enter number here

7 Please attach/email a .PDF, .DOC, or .XLS file(s) with the fee structure(s) for projects within the PDA, or provide a URL for the fee structure(s), in the box to the right, including any information on fee waivers and other development incentives (e.g. affordable housing fee waiver). To attach a file to this spreadsheet click on "Insert" then "Object" on the file menu.

URL or ATTACH FILE(S)

enter URL or attach file(s) here

Community & Elected Officials Support

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

1 What was the local officials' voting record on adoption of the primary plan for the PDA? Please enter total numbers "FOR" and "AGAINST."

- a. Planning Commission
- b. City Council

FOR	AGAINST
enter number here	enter number here
enter number here	enter number here

2 Were any major changes made to the plan after adoption, including modifications to planned densities, heights, parking requirements, etc.?

enter comments here

3 What is the number of development projects in the PDA approved and rejected since 2000?

APPROVED	REJECTED
enter number here	enter number here

4 Provide examples of approved residential projects where unit totals changed during the approval process. (Insert rows if additional space is needed.)

PROJECT NAME (enter project names below)	PROPOSED UNITS	RESIDENTIAL UNITS	APPROVED UNITS
a.			enter number here
b.			enter number here
c.			enter number here
d.			enter number here
e.			enter number here
f.			enter number here
g.			enter number here
h.			enter number here
i.			enter number here
j.			enter number here

Community & Elected Officials Support

5 Please list active stakeholder groups in your community and indicate their level of support for the plan. *(Insert rows if additional space is needed.)*

STAKEHOLDER ORGANIZATIONS (enter names below)

a.	
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

STRONGLY SUPPORTIVE	SOMEWHAT SUPPORTIVE	NEUTRAL	SOMEWHAT AGAINST	STRONGLY AGAINST
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				
<input type="radio"/>				

6 Please identify groups (demographic groups, organizations, etc.) that have historically NOT been involved in planning and development processes for the PDA.

enter comments here

7 What methods of engagement were used during the planning process for the PDA? Check all that apply and indicate the effectiveness of each in engaging local community members and building support for TOD.

a. Meetings with PDA stakeholders	<input type="radio"/>				
b. Charrettes	<input type="radio"/>				
c. Public workshops	<input type="radio"/>				
d. Public hearings	<input type="radio"/>				
e. Public meeting announcements	<input type="radio"/>				
f. Translation services	<input type="radio"/>				
g. Surveys	<input type="radio"/>				
h. Website	<input type="radio"/>				
i. Other (specify):	<input type="radio"/>				

Development Feasibility & Investment Attraction

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

1 How many HOUSING UNITS have been entitled and built since 2000, both within the PDA and outside the PDA?

- a. Within the PDA
- b. Outside of the PDA

ENTITLED UNITS	BUILT UNITS
	enter number here
	enter number here

2 How much COMMERCIAL SQUARE FOOTAGE (OFFICE and RETAIL) have been entitled and built since 2000, both within the PDA and outside the PDA?

- a. Within the PDA
- b. Outside of the PDA

ENTITLED SQ. FT.	BUILT SQ. FT.
	enter number here
	enter number here

3 Please provide a list of projects in the pipeline within the PDA. Attach/email a .PDF, .DOC, or .XLS or provide a URL in the box to the right. To attach a file to this spreadsheet, click on "Insert" then "Object" on the file menu.

URL or ATTACH FILE(S)

enter URL or attach file(s) here

4 Are any projects in the PDA currently under construction and/or moving through the entitlement process?

- Yes No

COMMENTS

enter comments here

5 Do you expect existing vacancies/foreclosures to dull the market for TOD in your PDA:

- Not at all
- In the short-term (0-5 years)
- In the medium-term (5-10 years)
- For the long-term (10+ years)

COMMENTS

enter comments here

Housing Choices

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

1 What is the anticipated future mix of housing types by size in the PDA?

- a. Studio/1-bedroom units
- b. 2-bedroom units
- c. Units with 3 or more bedrooms
- d. Other (senior housing, SROs, etc.)

PLAN HORIZON YEAR:

2015

PERCENT

enter percent here

SOURCE/METHODOLOGY

--

2 What populations do you anticipate in the PDA in the future? (Choose the 3 groups you are targeting most.)

- Families
- Empty nesters
- Seniors
- Young professionals
- Students
- Other (specify):

--

3 How do you expect the average income of the population in the PDA to change in the future?

- Become lower
- Stay the same
- Become higher

--

Housing Choices

4 What racial/ethnic groups do you expect to be living in the PDA in the future? (Choose the 3 most prevalent groups.)

- American Indian or Alaska Native
- Asian
- Black/African American
- Hispanic/Latino
- White
- Other (specify):

5 What are the jurisdiction's policies/programs to promote housing affordability and avoid displacement of existing populations? Please provide comments or a URL for more details on these policies/programs.

- Community impact fee
- Inclusionary housing
- Local funds for affordable housing development
- Redevelopment set-aside above state minimum

PERCENT: enter percent here

- Rent control
- Other (specify):

COMMENTS / URL

Housing Choices

6 How affordable is existing housing (2010) in the PDA, and how might affordability change by your plan horizon year? Please describe the source of your data and the methodology used to arrive at your estimation.

- a. Total housing units in the PDA
- b. Affordable housing units in PDA
 - i. Very Low Income
 - ii. Low Income
 - iii. Moderate Income
 - iv. Total

c. Based on your jurisdiction's 2007-2014 Housing Element, what portion of your Regional Housing Needs Allocation (RHNA) has been allocated to sites within the PDA?

2010		PLAN HORIZON	
RESTRICTED	UN-RESTRICTED	RESTRICTED	UN-RESTRICTED
12,000			

enter number here

enter number or percent here

enter number or percent here

enter number or percent here

SOURCE/METHODOLOGY

**TOTAL RHNA % OF TOTAL RHNA
UNITS IN PDA IN PDA**

	enter number or percent here
--	------------------------------

COMMENTS:

Multi-Modal Access

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

1 What, if any, are the major physical barriers to pedestrian, bicycle, and/or transit connectivity in the PDA? (*Check all that apply.*) Provide comments as necessary.

- Multi-lane arterial road/highway is barrier to transit station and/or is within the PDA
- Active rail line is barrier to transit station and/or is within the PDA
- Lack of safe bicycle/pedestrian access to transit station and/or within the PDA
- Other (specify):

--

COMMENTS

--

Multi-Modal Access

2 What steps have been taken to encourage alternatives to driving, and improve pedestrian and bike connectivity within the PDA?

- a. Adopted pedestrian master plan (that includes improvements within PDA)
- b. Adopted bicycle master plan (that includes improvements within PDA)
- c. Adopted "complete streets" policy
 Please refer to MTC's "Complete Streets" webpage for more information:
http://www.mtc.ca.gov/planning/bicyclespedestrians/routine_accommodations.htm
- d. Adopted/implemented Parking/Transportation Demand Management (PTDM) strategies:
 - i. Parking pricing
 - ii. Unbundled parking (residential)
 - iii. Parking cash-out (employers)
 - iv. Shared parking
 - v. Car sharing
 - vi. Discounted transit passes for residents of new developments
 - vii. Shuttles
 - viii. Other

SOURCE (provide URL if available)	DATE ADOPTED
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	

SOURCE (provide URL if available)	DATE ADOPTED
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Yes <input type="radio"/> No	

COMMENTS

--

Multi-Modal Access

- 3** Has the jurisdiction adopted pedestrian-friendly design guidelines for private development that require:
- a. Building entries accessible from street
 - b. Windows facing street on retail buildings
 - c. Building façades with texture and depth
 - d. Parking at the rear of buildings
 - e. Buildings parallel to sidewalk; in commercial areas, up to sidewalk edge

<input type="radio"/> Yes	<input type="radio"/> No
<input type="radio"/> Yes	<input type="radio"/> No
<input type="radio"/> Yes	<input type="radio"/> No
<input type="radio"/> Yes	<input type="radio"/> No
<input type="radio"/> Yes	<input type="radio"/> No

SOURCE

- 4** What are the major gaps in transit service coverage? Please describe geographic areas within the PDA where transit is not available, issues with connectivity between transit systems/lines, lack of transit access from residential areas to retail and other services, etc.

Community Vitality

Please indicate the name and contact information for the person responsible for completing this section of the survey, if different from the Primary PDA Contact.

NAME
PHONE
EMAIL

1 What are the future targeted employment industry sectors for the PDA?

- Construction
 - Manufacturing
 - Retail & Wholesale Trade
 - Transportation & Utilities
 - Agri-business & Food Processing
 - Education
 - Government
 - Other (specify):
-
- Health Services
 - Entertainment & Tourism
 - Banking & Financial Services
 - Information Technology
 - Multi-media
 - Bio-science/Bio-technology
 - Green tech/Clean tech

2 In what ways does the City collaborate with the school districts that serve the PDA? *(Check all that apply.)*

- School resource officers
 - Joint use facilities agreements for outdoor space
 - Joint use facilities agreements for school buildings
 - Crossing guard program
 - After school resources
 - Other (specify):
-

3 Did the planning effort for the PDA take into account school needs? if so, in what ways? *(Check all that apply.)*

- Joint use facilities
 - School capacity
 - Traffic impact
 - Potential future funding for schools
 - Other (specify):
-

Community Vitality

4 Do any of the schools serving your PDA have schedules that are coordinated with the transit serving your PDA? If so, please describe which schools and how they have coordinated their schedules with transit.

[Empty text box for response to question 4]

5 Do any of the school districts serving your PDA utilize non-neighborhood based assignment policies? If so, please list the district name and briefly describe the enrollment policy. (Insert rows if additional space is needed.)

SCHOOL DISTRICT NAME (enter district names below)

a.	
b.	
c.	
d.	
e.	

COMMENTS

6 Are any school districts serving the PDA planning to close existing schools in the PDA? If so, please list the school name and provide comments as needed. (Insert rows if additional space is needed.)

NAME OF SCHOOL TO BE CLOSED (enter district names below)

a.	
b.	
c.	
d.	
e.	

COMMENTS

Community Vitality

7 How many of the following types of parks currently exist in the PDA and how many of each are you planning to add?

For a description of each park type, please refer to page 35 of MTC's 2007 [http://www.mtc.ca.gov/planning/smart_growth/Station Area Planning Manual Nov07.pdf](http://www.mtc.ca.gov/planning/smart_growth/Station_Area_Planning_Manual_Nov07.pdf)

- a. Transit Plaza
- b. Plaza
- c. Small Park
- d. Community-Scale Park
- e. Regional Open Space

EXISTING	PLANNED
	enter number here

8 Which of the following obstacles do you face in creating new parks? Please rank each challenge. (5 is a major obstacle, 4 is an obstacle that requires new resources to overcome, 3 is an obstacle that can be overcome with existing resources, 2 is an obstacle that creates delay, 1 is a minor obstacle. Enter n/a if the obstacle does not apply.)

- a. No capital funds are available
- b. No suitable land is available
- c. Suitable land is available but too expensive
- d. Jurisdiction is opposed because it is unable to maintain parkland
- e. Neighborhood(s) are resisting any new parks
- f. Business(es) are resisting any new parks
- g. A park standard (such as having 10 acres of parkland per 1,000 people) is not identified in the land use plan
- h. Other

RANK

n/a	▼

COMMENTS

Community Vitality

9 How is park acquisition and development funded in your PDA? *(Check all that apply.)*

- Tax increment financing
- Developer impact fee/developer exactions
- Voter-approved levy or bond
- Capital improvement program appropriations
- Other (specify):

10 How are park maintenance and operations funded in your PDA? *(Check all that apply.)*

- General fund appropriation
- Voter-approved dedicated funding
- Grants from state, county or other government agency
- Developer agreements/fees
- Business improvement district or special service district
- Private donations
- Not funded – volunteers do the work
- Other (specify):

11 What is the jurisdiction's annual public recreational and park budget?

enter number here

12 Please indicate the name, telephone number and e-mail address for your jurisdiction's lead person responsible for park planning and implementation:

NAME
PHONE
EMAIL

APPENDIX B, SAMPLE MTC STANDAND CONSULTANT AGREEMENT



METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Adrienne J. Tissier, Chair
San Mateo County

Date, 2012 -

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

Name
Address
City, State, Zip Code + Four

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

RE: Professional Services Agreement

David Campos
City and County of San Francisco

Dear **insert name**:

Dave Cortese
Santa Clara County

This letter is our agreement for the performance of professional services in connection with the Priority Development Area Readiness and Feasibility Assessment (“the Agreement”).

Bill Dodd
Napa County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

It is agreed that **insert name of firm** (also referred to as “Consultant”) will perform all the services specified in Attachment A, Scope of Work.

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Work will be performed under the direction of Therese Trivedi or a designated representative (herein "Project Manager") who will approve a work plan prior to your beginning work.

Steve Kinsey
Marin County and Cities

Sam Liccardo
Cities of Santa Clara County

Consultant will be paid \$XX as full compensation for the satisfactory completion of all services, in accordance with Attachment B, Project Payment Schedule. This sum includes payment for taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, materials and supplies. Total compensation for all services will not exceed _____ **spell out amount** dollars (\$XX).

Jake Mackenzie
Sonoma County and Cities

Kevin Mullin
Cities of San Mateo County

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Consultant’s services will be billed upon satisfactory completion of the deliverables described in Attachment A, in the amounts specified in Attachment B, and payment will be made within thirty (30) days of receipt of an acceptable invoice, approved by Project Manager, describing the work performed, the hours worked by task, the payment requested, and the total amount previously paid under the Agreement.

Scott Wiener
San Francisco Mayor’s Appointee

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

All invoices must be made in writing and delivered or mailed to MTC as follows:

Consultant shall indemnify and hold harmless MTC, its commissioners, directors, officers, agents, and employees from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), to the extent caused by any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all such claims, actions, suits, or other legal proceedings brought or instituted against MTC, its commissioners, directors, officers, agents, and employees, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

The insurance requirements specified below shall cover Consultant's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Consultant authorizes to work under this Agreement (hereinafter referred to as "Agents.") Consultant shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

Consultant is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, Consultant shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event Consultant or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that Consultant's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, Consultant shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

- 1) Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Consultant's employees as may be required

by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Consultant is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

- 2) Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultant's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC and its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Consultant's operations.

- 3) Business Automobile Insurance for all automobiles owned (if any), used or maintained by Consultant and Consultant's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.
- 4) Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
- 5) Errors and Omissions Professional Liability. Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim.

The policy shall provide coverage for all work performed by Consultant and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the Consultant. No contract or agreement between Consultant and any subcontractor/consultant shall relieve Consultant of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by

Consultant and any subcontractor/consultant working on behalf of Consultant on the project.

- 6) Property Insurance. Property Insurance covering Consultant's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC, and its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Consultant's operations.

All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit.

If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Consultant shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant’s personnel, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, Consultant shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification provisions of this Agreement.

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“MTC Data”) made available to Consultant by MTC for use by Consultant in the performance of its services under the Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of the Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by your use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by Consultant in the context of the Project shall be the property of MTC and subject to the provisions of the following paragraph.

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to MTC by Consultant or its subconsultants pursuant to the Agreement shall be the property of MTC upon payment by MTC of all amounts due CONSULTANT for such Work Products, and copies shall be delivered to MTC promptly upon completion of the work or upon an earlier termination of the Agreement. Consultant hereby assigns to MTC ownership of all right, title and interest in and to such Work Products, including ownership of the entire copyright in the Work Product. Consultant also agrees to execute all papers necessary for MTC to perfect its ownership of the entire copyright in the Work Product. Consultant shall be responsible for the preservation of any and all such Work Products prior to transmittal to MTC, and shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to MTC. Consultant shall not limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

Consultant agrees to retain all documents, working papers, records, accounts and other materials relating to its performance under the Agreement for four years following the fiscal year of the last expenditure under the Agreement, and MTC may inspect and audit such records during that period of time.

Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person’s objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement. Consultant shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement. If at any time during the term of this Agreement, Consultant becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Consultant shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Consultant’s written notice will also propose alternatives for addressing or eliminating the

organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with Consultant's performance of the work hereunder, MTC shall similarly notify Consultant. In the event a conflict is presented, whether disclosed by Consultant or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with Consultant to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

Any amendment of the Agreement must be in writing, specifically identified as an amendment to the Agreement, and signed by both Consultant and the Executive Director of MTC, or his designated representative. The Project Manager is not a designated representative, for purposes of approving an amendment.

Consultant will not assign or subcontract any part of the Agreement without the prior written consent of MTC, and any attempt to do so will be void and unenforceable.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Steve Heminger
Executive Director

SH: TT

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Accepted and Agreed to this _____ day
of [Month, 2012](#).

[insert name and, if known, title](#)

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT B
PROJECT PAYMENT SCHEDULE

Task #	<u>Deliverable (Deliverable #)</u>	<u>Completion Date</u>	Amount Due
1.	This (#1a)		
	That (#1b)		
2.	This (#2a)		
	That (#2b)		

APPENDIX B-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Consultant shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

<p>Yes (√)</p>	<p>Please certify by checking the boxes at left that required coverages will be provided within ten (10) days of MTC's notice to firm that it is the successful proposer.</p>
<p>___</p>	<p><u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Consultant's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Consultant is a sole proprietor with no employees.</p>
<p>___</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of Consultant and Consultant's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, ABAG, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from Consultant's operations.</p>
<p>___</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by Consultant and Consultant's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.</p>
<p>___</p>	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.</p>
<p>___</p>	<p><u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, Consultant agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the Consultant and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the Consultant. No contract or agreement</p>

between the Consultant and any subcontractor/consultant shall relieve the Consultant of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the Consultant and any subcontractor/consultant working on behalf of the Consultant on the project.

Property Insurance covering Consultant's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the Consultant shall also be liable for the deductible.

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

Notice of Termination: All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant's personnel, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. Consultant must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of Consultant's contract.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix B*, Article 9, Indemnification.

Subcontractor's Insurance: Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

APPENDIX C, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Mark Green
Sam Liccardo
Jake Mackenzie
Bill Dodd
David Campos

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Kevin Mullin

Scott Weiner
Bijan Sartipi
James P. Spring
Adrienne J. Tissier
Amy Rein Worth
Dave Cortese

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

- 2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)