

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ITERIS, INC.

This Agreement entered this ____ day of _____, 2017, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Iteris, Inc., hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and

WHEREAS, the San Mateo County Smart Corridor Project is an Intelligent Transportation System (ITS) project which extends 20 miles along El Camino Real and major local streets connecting to US-101 and provides countywide traffic management system infrastructure enabling local agencies and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring local traffic impacts due to major incidents on the freeway; and

WHEREAS, C/CAG and the City of South San Francisco desire to expand the San Mateo County Smart Corridor Project limit to include the City of South San Francisco; and

WHEREAS, Contractor was previously selected through a competitive process and performed work for the Project which included design, construction support, and system integration support; and

WHEREAS, Contractor is currently under contract with C/CAG for Smart Corridor ITS Network Monitoring and Maintenance Support and development of the Project Study Report (PSR) Equivalent for the South San Francisco Segment of the San Mateo County Smart Corridor; and

WHEREAS, based on Contractor's past performance, C/CAG is prepared to enter into agreement with Contractor to provide services to prepare the Project Approval and Environmental Document (PA&ED) for the South San Francisco Segment of the San Mateo County Smart Corridor; and

WHEREAS, C/CAG has determined that Contractor has the requisite qualifications to perform this work.

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by January 31, 2018.

2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the project budget set forth in Exhibit B up to a maximum amount of ninety four thousand five hundred five dollars (\$94,505.00) for Services provided during the Contract Term as set forth below. The hours stated in Exhibit B are intended to be an estimate of the amount of time Contractor expects to spend on each task. Payments shall be made to Contractor monthly based on an invoice submitted by Contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of _____ and shall terminate on January 31, 2018; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination shall be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, subcontractors, officers or employees related to or resulting from performance, or non-performance, under this Agreement.

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

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

| | Required Amount | Approval by C/CAG Staff if under \$ 1,000,000 |
|------------------------------------|--------------------|--|
| a. Comprehensive General Liability | \$ 1,000,000 | _____ |
| b. Workers' Compensation | \$ Statutory | _____ |

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.

11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: John Hoang

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

Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705
Attention: Scott Carlson

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

Iteris (Contractor)

By _____ Date _____

City/County Association of Governments (C/CAG)

By _____ Date _____
Alicia Aguirre, C/CAG Chair

C/CAG Legal Counsel

By _____

EXHIBIT A
SCOPE OF WORK

**Development of Project Approval and Environmental Document (PA&ED)
For
South San Francisco Smart Corridor**

Introduction

The San Mateo County Smart Corridor project is an Intelligent Transportation System (ITS) project. The Smart Corridor project provides a countywide traffic management system infrastructure that enables local agencies and Caltrans to proactively manage day to day traffic on local streets and also facilitate local traffic impacts due to major incidents on the freeway.

The Smart Corridor Project deploys new signal system software that integrates Caltrans and city-owned signals along El Camino Real and major local arterials. The Project also involves the installation of a fiber-optic communication system, deployment of trailblazer and arterial dynamic message signs, and integration of Traffic Operation Systems (TOS) items such as vehicle detection systems, and closed-circuit television cameras (CCTV). Integration of the Smart Corridor equipment enables local cities and Caltrans to cooperatively monitor traffic operations, obtain traffic data, and implement traffic management strategies remotely.

Construction is mostly completed on the first phases of the countywide project, extending approximately 20 miles along El Camino Real (State Route 82) from the Santa Clara County line (City of East Palo Alto) to I-380 (City of San Bruno) and includes major local streets connecting to US-101.

Project Description

C/CAG, in partnership with the California Department of Transportation (Caltrans) District 4 and the City of South San Francisco, is initiating an effort to expand the Smart Corridor into the City of South San Francisco utilizing alternative routes previously identified by the Alternative Route for Traffic Incident (ARTI) Guide. The project will implement ITS strategies along Airport Boulevard and Gateway Boulevard corridors to provide improved coordinated operation of the arterial system during major incidents on US-101.

Proposed Scope of Work

Task 1 – Environmental Analysis

Task 1.1 - Management, Coordination, and Meetings

This task includes the coordination and management efforts by the Environmental Analysis Task Leader. A duration of eight (8) months is assumed. The Environmental Analysis Task Leader will attend up to four (4) project related meetings.

Deliverables:

- Environmental Project Management by the ICF Project Manager and Assistant Project Manager for a duration of eight (8) months.
- Environmental PM Attendance at up to four (4) project related meetings.

Task 1.2 - Technical Studies

It is assumed that ground disturbing activities are required and therefore the following technical studies are anticipated. However, the need for technical studies will be confirmed as part of the PEAR that is prepared. All technical studies will be consistent with meeting the requirements of CEQA and NEPA, as well as those of related environmental statutes and regulations. The technical studies will be prepared to cover both related statutory documentation requirements and to support preparation of a joint NEPA/CEQA document required for project approval.

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans *Project Development Procedures Manual*, local and state *CEQA Guidelines*, and FHWA Technical Advisory 6640.81 *Guidance on Preparing and Processing Environmental and Section 4(f) Documents*. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information. If additional studies are identified during the environmental phase of the project a scope of work and cost will be submitted for approval prior to their initiation.

Deliverables:

- Screen check technical studies or C/CAG review (electronic) and then Caltrans (3 hard copies) review
- Draft technical studies for C/CAG (electronic) and Caltrans (3 hard copies) concurrent review
- Final technical studies for C/CAG (electronic) and Caltrans (3 hard copies) approval
- Final approved technical studies (2 hard copies to both C/CAG and Caltrans)

The following assumptions have been made with regard to the technical studies that are to be prepared.

- Engineering plans, including limits of construction, staging areas, and borrow/disposal sites, if needed, will be provided by Iteris at a level of detail sufficient for preparing the technical studies.
- Aerial photograph at a scale suitable for preparation of project mapping, figures, and analyses will be provided by C/CAG or the City of South San Francisco. Image shall be orthorectified.
- Hazardous material (Initial Site Assessment), geotechnical, traffic assessments, Storm Water Data Report (SWDR), and any floodplain analyses/technical reports (Location Hydraulic Study and Summary Floodplain Encroachment Report or Floodplain Evaluation Report, etc.), if required, will be provided by C/CAG or the City of South San Francisco.
- It is assumed that all rights of entry and access for field work and surveys, if required, shall be obtained and provided by Iteris.
- No right of way acquisition will be required.
- No paleontological report will be required.

- CADD files shall be provided in a known coordinate system or projection and attributes shall be provided on discrete layers so that this information can be utilized in GIS.

Task 1.2.1 Natural Environment Study/Minimal Impact

Iteris team member ICF will conduct a literature search and prepare a Natural Environmental Study/Minimal Impact (NES/MI) report analyzing potential impacts to biological resources. The report will be prepared in accordance with Caltrans SER guidance and will conform to the Caltrans NES/MI annotated outline that is available at the time that the NES/MI is initiated. The following tasks will be performed during the preparation of the report.

Review of Project Information and Applicable Literature

A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- 1) Special status species lists from the California Department of Fish and Game (CDFW) and U.S. Fish and Wildlife Service (USFWS);
- 2) Database searches of current versions of the California Natural Diversity Database (CNDDDB) and the Online Inventory of the California Native Plant Society (CNPS);
- 3) The most recent applicable Federal Register listing package and critical habitat determination for each federally listed Endangered or Threatened species potentially occurring within the project site; and
- 4) The most recent CDFW Annual Report on the status of California's listed Threatened and Endangered plants and animals.

Field Evaluation for Biological Resource Constraints

After reviewing relevant information, the project area will be evaluated, with a thorough pedestrian survey, where natural land cover dominates, and a vehicle survey, in developed areas, covering all portions relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, and more general biological resource issues observed or detected. The site will be evaluated regarding the presence, absence, or likelihood of occurrence for all special status species, habitats, or more general biological resource issues potentially posing a constraint to the project through applicable laws and regulations. Adjacent areas will also be briefly examined to provide context. It is assumed that access shall be provided by Iteris for the field surveys, if needed. It is assumed that no focused habitat evaluations or surveys will be necessary. If focused habitat evaluations and/or focused surveys for any species are identified as being necessary then this will be communicated to Iteris immediately and a separate scope and cost for this work will be provided. The study area is assumed to be the proposed project footprint plus 300 feet (where access is permissible). It is assumed that no work would affect any Waters of the U.S. or State and no jurisdictional delineation will be required.

Technical Report Preparation

A draft NES/MI will be developed based on results of the biological survey and analysis and will conform to the current Caltrans NES/MI annotated outline, as previously described. The report will describe:

- The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies (if applicable), and any limitations associated with the study;

- The environmental setting including both the biological and physical setting at the project site;
- The results, including special-status species present on the site, if any, and a discussion of impacts and mitigation, as necessary; and
- The appropriate regulatory requirements and necessary permits, if any (none are assumed).

Task 1.2.2 Cultural Resources

It is assumed that Caltrans will determine the project to be classified as a screened undertaking under the Advisory Council on Historic Preservation's (ACHP) Section 106 Programmatic Agreement. Under this assumption Iteris team member ICF will prepare an Area of Potential Effects (APE) map for discussion with Caltrans. Following discussion with Caltrans, the Iteris Team will prepare a brief memorandum documenting that the project is a screened undertaking. No records search, Native American consultation, or any other effort related to cultural resources evaluation or documentation is assumed beyond the APE map and brief memorandum.

Task 1.2.3 Air Quality

A brief Air Quality Memorandum will be prepared. Based on a review of the project, it is anticipated that the project qualifies as an exempt project from conformity under 40 CFR 93.126, because it involves the use of traffic control devices and operating assistance (non-signalization project). Therefore, an analysis of regional- and project-level conformity is not required. The Iteris Team will prepare an Air Quality Technical Memorandum and air quality conformity checklist consistent with Caltrans, FHWA, and U.S. Environmental Protection Agency environmental and transportation conformity requirements. For scoping purposes, it is assumed the project will be processed under Title 23 USC 326 NEPA Assignment and that an Air Quality Conformity Analysis (AQCA) will not be required. In the event the project requires an AQCA, the scope of work and cost estimate will need to be adjusted to reflect an increased level of effort associated with the AQCA. As part of the Technical memorandum, we will evaluate the following topics:

Regulatory Setting and Existing Conditions: Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using existing, readily available, data, the Iteris Team will characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

Evaluation of Construction Emissions: Quantify construction emissions associated with the proposed project using the most recent version of the Sacramento Metropolitan Air Quality Management District's (SMAQMD) Road Construction Emissions Model (RCEM) (currently Version 8.1.0) and construction data provided by the project applicant. Finally, construction-related emissions associated with the proposed project will be evaluated based on Caltrans Standard Specification 14 to control emissions of fugitive dust from construction activities, and mitigation/control measures required by the Bay Area Air Quality Management District.

Evaluation of Operations-Period Emissions: Qualitatively discuss why operations-period criteria pollutant and toxic air contaminant (TAC) emissions associated with periodic maintenance activities would be negligible, and therefore have no potential to result in any significant impact to local or regional air quality.

Mobile Source Air Toxics: An analysis of MSATs will be evaluated based on interim guidance issued by the FHWA on October 16, 2016 in addition to California-specific guidance issued by Caltrans.

Transportation Conformity Analysis: Document why the project is exempt from the requirement to demonstrate transportation conformity per 40 CFR 93.126.

Climate Change/Greenhouse Gas Emissions: Using traffic data from the transportation analysis and Caltrans' CT-EMFAC emissions model, we will quantify changes in operational motor vehicle greenhouse gas (GHG) emissions in the project vicinity related to implementation of the proposed project, while construction-related GHG emissions will be evaluated using the most recent version of SMAQMD's RCEM. Changes in energy consumption (e.g., new or changed traffic signals, traffic lights, etc.) will also be considered evaluated using anticipated energy consumption data provided by the project applicant. We will evaluate potential impacts to climate change and the effects of climate change consistent with Caltrans' most recent climate change guidance (i.e., Caltrans Standard Environmental Reference and Annotated Outlines). A discussion of project consistency with all applicable Assembly Bill (AB) 32 scoping plan measures will be provided.

Mitigation Measures: The Iteris Team will develop mitigation measures, where applicable, to address significant air quality impacts, if present. No significant impacts are anticipated.

Air Quality Conformity Checklist: The Iteris Team will fill out and submit the AQ Conformity Checklist documenting that the project is exempt per 40 CFR 93.126.

Task 1.2.4 Visual Impact Memorandum

A preliminary Visual Impact Questionnaire was prepared for the project and the resultant score was within the range for a Visual Impact Memorandum. A brief Visual Impact Memorandum following Caltrans annotated memorandum outline will be prepared. No simulations are assumed or included.

Deliverables:

- Draft NES/ MI (all transmittals assumed to be done electronically)
- Draft and Final Air Quality Memorandum (all transmittals assumed to be done electronically)
- Draft and Final Air Quality Conformity Checklist (all transmittals assumed to be done electronically)
- Draft and Final Visual Impact Memorandum (all transmittals assumed to be done electronically)

Task 1.3 - Environmental Document

Task 1.3.1 Categorical Exemption/Categorical Exclusion (CE/CE)

The Iteris Team will prepare the CE/CE form (NEPA portion only) in compliance with the latest format identified on Caltrans Standard Environmental Reference website for Caltrans approval. As part of the CE a brief (two to three sentences) summary of the findings of each of the technical studies will be included. No separate environmental document is assumed to be prepared to support the CE and none is included in this scope and cost. An Environmental Commitment Record will be attached to the CE that documents environmental commitments for the project. Our team will also prepare and submit the NEPA CE Checklist. The Iteris Team will also prepare the Notice of Exemption (NOE) in compliance with CEQA for Caltrans signature. Once signed, the Iteris Team will file the Notice of Exemption. Based on the CEQA document type it is assumed that there will be no CDFW filing fee required.

Deliverables:

- Draft and Final Notice CE/CE (all transmittals assumed to be done electronically)
- Draft and Final Notice of Exemption (all transmittals assumed to be done electronically)

Task 2 – Traffic Analysis

Traffic Operations Report (TOR): The purpose of the TOR is to document existing (2016) traffic conditions as well as opening year (2020) and future year (2030) traffic conditions resulting from this specific project. The following tasks will be conducted. Only those items specifically stated in this scope of work are included. No other items are assumed or implied.

Coordination and Scope Refinement

Iteris staff will coordinate with the C/CAG and Caltrans to discuss the traffic study parameters and refine the scope of the traffic analyses. Such items as the number and location of study intersections, opening and future year, and other methodological assumptions will be discussed, agreed upon and finalized.

Iteris will prepare a Traffic Analysis Methodology Memorandum which will include all assumptions and list of analyses that will be performed in support of the project. The document will specify the travel demand model to be applied, the methodology to be used to forecast traffic opening and future horizon year, project study area definition, traffic data sources (existing and new) to be used for developing existing conditions, assumptions regarding percentage of traffic volume diversion, and type of analyses to be performed, as well as traffic impact criteria thresholds. A draft memorandum will be prepared and circulated for approval and a Final Technical Memorandum will be developed for final concurrence after receipt of comments on the draft.

Deliverables:

- Draft and Final Traffic Methodology Memorandum

Data Collection

Study Area

The study area of the operational analysis is assumed to be the Airport Boulevard and Gateway Boulevard corridors in the City of South San Francisco, as shown in the following map.



For this scope of services, the following intersections are assumed to be part of analysis:

1. Airport Blvd-Bayshore Blvd/US101 Ramp
2. Sister Cities Blvd – Oyster Point Blvd/Airport Blvd
3. Randolph Ave/Airport Blvd
4. Oyster Point Blvd/Gateway Blvd
5. Linden Ave/Airport Blvd
6. Miller Ave/Airport Blvd
7. Grand Ave/Airport Blvd
8. Baden Ave/Airport Blvd
9. San Mateo Ave – Mitchell Ave/Airport Blvd – Produce Ave
10. Gateway Blvd/Genentech Driveway #1
11. Gateway Blvd/Genentech Driveway #2
12. Gateway Blvd/Genentech Driveway #3
13. Gateway Blvd/Corporate Dr
14. Gateway Blvd/Grand Ave
15. Gateway Blvd/Mitchell Ave
16. South Airport Blvd/US101 Ramp
17. South Airport Blvd/Utah Ave
18. South Airport Blvd/Beacon St
19. South Airport Blvd/North Access Rd
20. South Airport Blvd/Rd 21

Intersections

The Iteris Team will field review all study intersections to determine existing geometric conditions. Other information such as pedestrian roadway crossings, on-street parking restrictions, and roadway descriptions will also be noted. Intersection traffic counts for a.m. and p.m. peak hours, and signal timing information will be obtained from C/CAG and/or other relevant sources.

Freeway

Caltrans PeMS data (mainline PeMS Vehicle Detector Stations – VDS) for the freeway mainline for Tuesdays, Wednesdays and Thursdays will be extracted from the Caltrans database to obtain the freeway mainline and high occupancy vehicle (HOV) lane AM and PM peak period volumes.

Traffic Volume Development

Iteris will coordinate with C/CAG to estimate the traffic volumes that may be expected to be diverted from US-101 on to Airport Boulevard and Gateway Boulevard. Iteris will use the C/CAG-VTA travel demand model to develop traffic volume forecasts for opening year and future horizon year conditions.

The traffic forecast methodology will be consistent with industry standards, and as agreed upon with C/CAG and Caltrans. Raw (unprocessed) traffic volumes derived from the forecast model will be post-processed to develop the final opening year and future horizon year traffic forecast volumes.

Traffic Operations Analysis Report (TOAR)

Traffic operational analysis will be performed based on the existing, opening and future forecast traffic volumes developed from travel demand model. Intersection Levels of service analysis will be conducted for AM and PM peak hours. Operational analysis will be completed for the following project scenarios:

- Existing Conditions
- Opening Year with Project
- Opening Year without Project
- Future Year with Project
- Future Year without Project

Traffic analyses will be performed using 6th edition of the Highway Capacity Manual (HCM) methodologies consistent with the defined project. Level of service standards as defined by Caltrans, San Mateo County, and the City of South San Francisco will serve as the basis for the analysis. Study area level of service will be clearly documented to allow for a comparative assessment between alternatives. The comparative assessment between with and without project conditions for the opening and future year conditions will be the baseline for identification of project related traffic impacts for each project horizon year.

A Draft Traffic Operations Analysis Report will be prepared and circulated to the project team for review and comment. C/CAG and project team comments will be incorporated into a Final Draft Traffic Operations Analysis Report.

Deliverables:

- Draft and Final TOAR

Proposed Schedule

| Task | Month | | | | | | | |
|--|-------|-----------------|---|------------|------------------------|------------|------------------------|-------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1.1 Management, Coordination, and Meetings | | | | | Technical Study Review | | Technical Study Review | |
| 1.2 Technical Studies | | | | | | | | |
| 1.3 Environmental Document | | | | | | | Draft | Final |
| 2 Traffic Study | | Data Collection | | Draft TOAR | | Final TOAR | | |

EXHIBIT B

BUDGET

The proposed cost for these services is provided below in Table 1. The tasks are to be performed on a Time & Materials basis at a not to exceed budget of \$95,505.00. Billing rates for assigned staff will be adjusted as a result of annual salary increases every April without changing the total not to exceed contract amount.

Table 1. Cost Proposal

| Staff Classification | Iteris Staff | | | | | | | | | ICF Staff | | | | | | | | | | | Total ICF Cost | Total Cost | | | | |
|---|----------------------------------|----------------------------------|--|--|---|--|--|--|--------------------|-------------------|-----------------------------|---------------------------|--------------|-----------|-------------------|------------------------|----------------------|------------|--|------------------------------|----------------|------------|--------|----------------|-----------------|-------------|
| | Viggen Davidian, PE Principal | Richard Shinn Project Manager | Jennifer Martin, PE Senior Transportation Engineer | Sean Daly, PTP Senior Transportation Planner | Rajat Parashar, PTP Senior Transportation Planner | Gina Escalante Transportation Planner | Dina Saleh Asst. Transportation Engineer | Sowmay Chandrasekhar, PE Transportation Planner | Total Iteris Hours | Total Iteris Cost | Environmental Task Director | Environmental Task Leader | Lead Planner | Biologist | Sr. Consultant II | Sr. A/GIS Consultant I | Sr. GIS Consultant I | Admin Tech | Sr. Cultural Resources Consultant III | Sr. Biologist Consultant III | | | Editor | Pub Specialist | Total ICF Hours | |
| Contract Rate | \$282.77 | \$249.50 | \$188.11 | \$157.18 | \$135.66 | \$108.60 | \$86.52 | \$125.25 | | | \$250.11 | \$163.26 | \$112.62 | \$105.60 | \$124.01 | \$86.47 | \$106.90 | \$82.12 | \$119.02 | \$127.53 | \$81.06 | \$69.88 | | | | |
| Task 1 - Environmental Analysis | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1.1 - Mgt, Coord, & Meetings | | | | | | | | | 0 | \$0.00 | 4 | 48 | | | | | 4 | | | | | | 56 | \$9,165.40 | \$9,165.40 | |
| Task 1.2 - Technical Studies | | | | | | | | | 0 | \$0.00 | 6 | 28 | | 70 | | 64 | 36 | | 8 | 16 | 39 | 12 | 279 | \$29,838.96 | \$29,838.96 | |
| Task 1.3 - Environmental Document | | | | | | | | | 0 | \$0.00 | | 8 | 4 | | 20 | | | | | | | | 32 | \$4,236.76 | \$4,236.76 | |
| Task 2 - SF Smart Corridor Traffic Study | 8 | 8 | 40 | 40 | 40 | 80 | 80 | 60 | 356 | \$46,620.73 | 1 | | | | | | | | | | | | 1 | \$250.11 | \$46,870.84 | |
| <i>Subtotal</i> | 8 | 8 | 40 | 40 | 40 | 80 | 80 | 60 | 356 | \$46,620.73 | 11 | 84 | 4 | 70 | 20 | 64 | 36 | 4 | 8 | 16 | 39 | 12 | 368 | \$43,491.23 | \$90,111.96 | |
| <i>ODC</i> | | | | | | | | | | \$1,000.00 | | | | | | | | | | | | | | | \$3,392.07 | \$4,392.07 |
| Total | | | | | | | | | | \$47,620.73 | | | | | | | | | | | | | | | \$46,883.30 | \$94,504.03 |