

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
TJKM TRANSPORTATION CONSULTANTS**

This Agreement entered this _____th of _____ 2021, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and TJKM Transportation Consultants, hereinafter called “Consultant.”

WHEREAS, C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Congestion Management Program for San Mateo County; and

WHEREAS, the California Government Code requires Congestion Management Agencies to develop and monitor Congestion Management Programs; and

WHEREAS, C/CAG has determined that outside consulting services are needed for conducting the monitoring of the 2021 Congestion Management Program; and

WHEREAS, C/CAG has selected Consultant through a competitive process to provide these services pursuant to the adopted C/CAG Procurement Policy; and

WHEREAS, the Board of Directors of the City/County Association of Governments of San Mateo County authorized the Chair to execute an agreement with Fehr & Peers in the amount not to exceed \$119,329.

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

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant agrees to perform the services described in Exhibit B, attached hereto (the “Services”).
2. **Payments.** In consideration of Consultant providing the Services, C/CAG shall reimburse Consultant based on the fee schedule set forth in Exhibit A in an amount not to exceed one hundred nineteen thousand and three hundred twenty nine dollars (\$119,329) for Services provided during the Contract Term as set forth below. Payments shall be made to Contractor monthly based on an acceptable 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. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other

written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.

However, notwithstanding any provision to the contrary in this Agreement, Consultant shall retain ownership and all rights in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, or produced by Consultant prior to, or independently of, any of its services under this Agreement (“Pre-existing Materials”), including such Pre-existing Materials that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the contract materials. Consultant grants C/CAG an irrevocable, non-exclusive, royalty-free license in perpetuity to use, disclose, derive from, and transfer such Pre-existing Materials, but only as an inseparable part of the contract materials. If any third-party content is incorporated into the contract materials, such third-party content shall not become the property of C/CAG. Consultant shall secure all licenses necessary for C/CAG to utilize Consultant’s services and the contract materials for their intended purposes.

Any unauthorized or unintended use, re-use, or modification by C/CAG of the contract materials, work product, services or deliverables prepared and provided by Consultant under this Agreement shall be at C/CAG’s sole risk and without liability to Consultant. Furthermore, in no event shall Consultant be responsible or liable for any losses or damages suffered by any person or third party as a result of their use of the contract materials, work product, services, or deliverables provided by Consultant to C/CAG under this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or third party other than the parties to this Agreement any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

4. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
5. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
6. **Contract Term/Termination.** This Agreement shall be in effect as of _____, 2019 and shall terminate on March 31, 2022; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days’ notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to

the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

7. **Hold Harmless/Indemnity.**

- a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants (collectively, "Claims") if such Claims arise out of Consultant's negligent performance of its services under this Agreement. However, Consultant's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

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.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under

this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

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

8. **Insurance.**

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement to the Comprehensive General Liability Insurance Policy extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, other than consultant's professional services, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.
- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
1. Comprehensive General Liability	\$ 1,000,000	_____
2. Workers' Compensation	\$ Statutory	_____
3. Professional Liability	\$1,000,000	_____
4. Motor Vehicle Liability	\$1,000,000	_____

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary,

immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

9. **Compliance with All Laws.** Consultant shall at all times comply with all applicable federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.
10. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
11. **Substitutions.** If particular persons or classifications are identified in Exhibit A as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.
12. **Sole Property of C/CAG.** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG, subject to the limitations in Section 3. of this Agreement regarding Consultant's Pre-Existing Materials and any third-party content that may be incorporated into Consultant's work product. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
13. **Agreement Renewal.** This Agreement may be renewed for an additional four years (two 2-year cycles that includes services for the 2023 and 2025 CMP's) upon the mutual agreements and approval by the C/CAG Board and Consultant.
14. **Record Retention; Right to Monitor and Audit.**
 - a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
 - b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.

- c. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
- 15. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
- 16. **Merger Clause; Amendments.** 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 Agreement are not binding. All subsequent amendments shall be in writing and signed by the C/CAG Chair. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A or B attached hereto, the terms, conditions or specifications set forth herein shall prevail.
- 17. **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.
- 18. **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: Jeffrey Lacap

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

TJKM Transportation Consultants
4305 Hacienda Dr. Suite 550,
Pleasanton, CA 94588
Attention: Cory Peterson

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

TJKM Transportation Consultants (Consultant)

By _____

Date

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

By _____
Marie Chaung
C/CAG Chair

Date

C/CAG Legal Counsel

By _____
Melissa D. Andrikopoulos, C/CAG Counsel

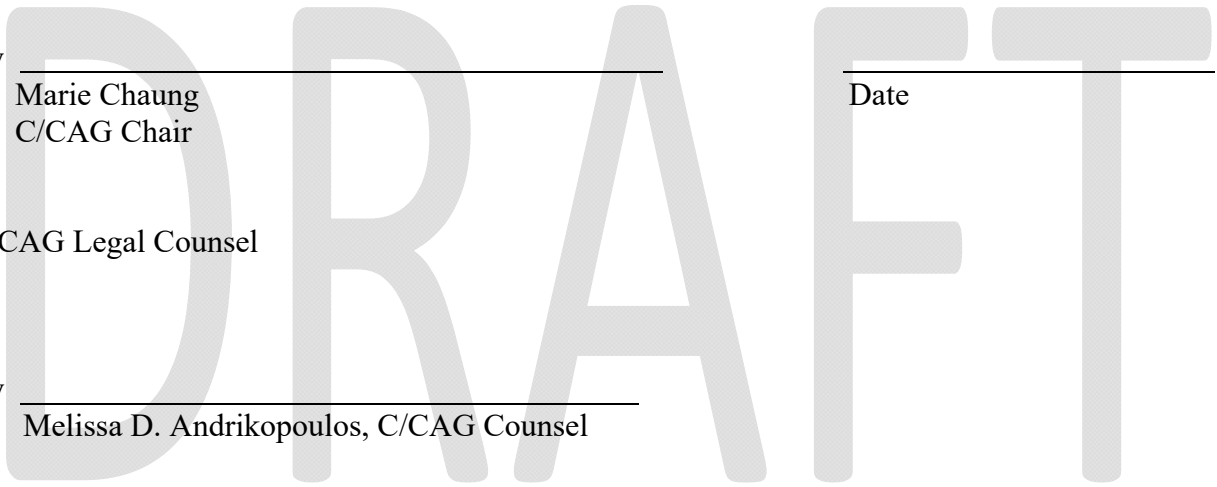


Exhibit A

CONSULTANT BILLING RATES

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

City/County Association of Governments of San Mateo County (C/CAG)
Cost Proposal for San Mateo County Congestion Management Program 2021 Update
Prepared by TJKM Transportation Consultants

Task	Ruta Jariwala	Sayed Fakhry	Cory Peterson	Colin Burgett	Ian Lin	Janice Spuller	Praveena Samaleti	Dhawal Kataria	Riya Debnath	Hours by Task	Cost by Task
	Principal-in-Charge	QA/QC	Project Manager	Task Lead	Task Lead	Task Lead	Asst. Transportation Engineer	Asst. Transportation Planner	Asst. Transportation Planner		
Billing Rate	\$252.38	\$225.33	\$101.65	\$196.52	\$127.38	\$170.66	\$116.65	\$90.40	\$88.94		
Task 1: Project Management	4	0	20	0	0	0	0	0	0	24	\$ 3,042.56
1.1: Kick-Off Meeting	2		4							6	\$ 911.37
1.2: Monthly Meetings, Progress Reports & Invoices	2		16							18	\$ 2,131.19
Task 2: Develop Companion Network	3	3	20	22	0	0	0	0	44	92	\$ 11,703.11
2.1: Develop Draft Criteria for Companion Monitoring Network	1		8	8					20	37	\$ 4,416.61
2.2: Prepare Draft Companion Network	1	1	8	8					16	34	\$ 4,286.18
2.3: Prepare Final Criteria & Companion Monitoring Network	1	2	4	6					8	21	\$ 3,000.32
Task 3: Prepare Monitoring Plan	2	2	12	0	12	0	0	0	22	50	\$ 5,660.48
3.1: Prepare Draft Monitoring Plan			8		8				12	28	\$ 2,899.52
3.2: Prepare Final Monitoring Plan	2	2	4		4				10	22	\$ 2,760.95
Task 4: Monitor & Analyze the CMP Network & Companion Network	4	4	45	0	41	25	90	60	105	374	\$ 41,235.75
4.1: Data Collection			8		25				25	58	\$ 6,221.15
4.2: QA/QC & Error Checking		4	12		16		10	25	30	97	\$ 10,254.01
4.3: Analyze Status of CMP Network & Companion Network	4		25			25	80	35	50	219	\$ 24,760.59
Task 5: Prepare CMP Monitoring Report	2	2	41	10	5	5	15	60	20	160	\$ 17,531.36
5.1: Draft CMP Monitoring Report			25	5	5	5	15	35	20	110	\$ 11,706.81
5.2: Final CMP Monitoring Report	2	2	16	5				25		50	\$ 5,824.55
Task 6: Development of the 2021 CMP Document	6	4	80	5	0	0	0	66	25	186	\$ 19,720.56
6.1: Prepare Final CMP Document	2		40	5				50	25	122	\$ 12,297.17
6.2: Finalize CMP Document & Committee/Board Presentations	4	4	40					16		64	\$ 7,423.39
Sub-Total	21	15	218	37	58	30	105	186	216	886	\$ 98,893.81
Direct Cost											
Mileage											\$ 500.00
Data Collection											\$ 19,935.00
Total											\$ 119,328.81

Exhibit B

SCOPE OF WORK

SAN MATEO COUNTY
CONGESTION MANAGEMENT PROGRAM
2021 UPDATE

BACKGROUND

The Congestion Management Program (CMP) is intended to include procedures to alleviate or control anticipated increases in roadway congestion and to ensure that “federal, state, and local agencies join with transit districts, business, private and environmental interests to develop and implement comprehensive strategies needed to develop appropriate responses to transportation needs. The CMP should describe the framework for the ongoing process and include elements of the roadway system, traffic level of service standards, performance elements, and a trip reduction and travel demand.

As the CMA for San Mateo County, C/CAG prepares a Congestion Management Program (CMP) every two years. The CMP is the primary document by which C/CAG monitors congestion on San Mateo County’s roadways and provides comprehensive alternatives and solutions to mitigate it.

SCOPE OF WORK

C/CAG is seeking a consultant that can perform all the necessary tasks to perform an update of the 2021 Congestion Management Program in accordance with guidelines and requirements. The report should be consistent with California State Statute, California Department of Transportation (Caltrans) guidance, and the most recent CMP guidance established by the Metropolitan Transportation Commission (MTC), as well as any future CMP guidance that may be issued during this update.

In addition to monitoring and analyzing the CMP Network and preparing the CMP document, C/CAG would like the consultant to develop criteria and prepare a new companion roadway network that will be monitored alongside the existing CMP Network.

Interested consultants should review the 2019 County Congestion Management Program to ensure the new document is consistent with past findings. Consultant tasks are summarized into the following five tasks:

Task 1: Companion Monitoring Network

1.1 Develop Draft Criteria for Companion Monitoring Network

The consultant will prepare a set of draft qualitative and existing quantitative criteria (including but limited to information from the State Highway System Congestion and Safety Performance Assessment for San Mateo County and the collision analysis included in the Existing Conditions Report from the San Mateo County Comprehensive Bicycle and Pedestrian Plan) to determine a companion network of roadways of countywide significance. This companion network is for informational purposes only and is not subjected to the CMP statute.

1.2 Prepare Draft Companion Monitoring Network

After meeting with C/CAG staff to discuss the proposed criteria, the consultant will develop a list of locations to be included as part of the companion monitoring roadway network. The consultant will also present the criteria and proposed network to the C/CAG Congestion Management Program Technical Advisory Committees for comments and feedback. For budgeting purposes, C/CAG would like the Draft Companion Monitoring Network to include no more than fifteen (15) signalized intersections and no more than ten (10) roadway segments within the county.

1.3 Prepare Final Criteria and Companion Monitoring Network

Based on comments made and direction received from C/CAG staff, the consultant will prepare criteria and a companion monitoring network. The intersections and roadway segments from the newly created companion network be incorporated with developing the Monitoring Plan (Task 2), analyzed and monitored together with the CMP Network (Task 3), and the results will be included in the CMP Monitoring Report (Task 4).

Task 1 Deliverable: Final Criteria and Companion Monitoring Network Locations

Task 2: Prepare Monitoring Plan

2.1 Prepare Draft Monitoring Plan

The consultant will prepare a draft plan for collecting the auto travel data as identified in the San Mateo County CMP Network described below as well as the Companion Monitoring Network described in Task 1. The draft monitoring plan will outline: 1) the methods employed to monitor the County-wide transportation network; 2) the designated routes in the County-wide transportation network on which those methods will be employed; and 3) the proposed schedule for monitoring and collecting/calculating the data. The monitoring shall be consistent with previous updates.

The CMP roadway system within San Mateo County includes a variety of roadway facilities such as: freeways, multi-lane highways, rural highways, arterials, and signalized intersections.

The CMP Roadway System includes the following:

SR 1, SR 35, SR 82, SR 84, SR 92, US 101, SR 109, SR 114, I 280, I 380, Mission St. (S.F. County Line to SR 82), Geneva Ave. (SF County Line to Bayshore Blvd., Bayshore Blvd. (S.F. County Line to Geneva Ave.

The CMP intersections include the following:

Geneva Avenue and Bayshore Boulevard
SR 35 and John Daly Boulevard
SR 82 (Mission Street) and John Daly Boulevard/Hillside Boulevard
SR 82 (El Camino Real) and San Bruno Avenue
SR 82 and Millbrae Avenue
SR 82 and Broadway
SR 82 and Peninsula Avenue
SR 82 and Ralston Avenue
SR 82 and Holly Street
SR 82 and Whipple Avenue
SR 84 (Bayfront Expressway) and SR 109 (University Avenue)
SR 84 and Willow Road
SR 84 and Marsh Road
SR 84 (Woodside Road) and Middlefield Road
SR 92 and SR 1
SR 92 and Main Street

2.2 Prepare Final Monitoring Plan

Based on comments made and direction received from C/CAG staff, the consultant will prepare a final monitoring plan

Task 2 Deliverable: Final Monitoring Plan

Task 3: Monitor and Analyze the CMP Network and Companion Network

3.1 Collect Data

Consistent with the final monitoring plan in Task 2, consultant will update and report on traffic and transit data for the entire CMP network in San Mateo County (in all cases, the traffic data should be less than 1-2 years old. C/CAG staff can assist in obtaining traffic data).

- Interstates and State Routes (53 segments): Collect travel time runs and Average Daily Traffic (ADTs) (either from traditional traffic counts or data available from Caltrans or the City)
- Intersections (16 locations): Counts must include all turning movements, as well as bicycle and pedestrian counts
- Roadway Segment Locations from the Companion Monitoring Network: Collect travel time runs and Average Daily Traffic (ADTs) (either from traditional traffic counts or data available from Caltrans or the City)
- Intersections from the Companion Monitoring Network: Counts must include all turning movements, as well as bicycle and pedestrian counts

In addition to the traffic data, consultant will also collect the following:

Transit Data: Ridership data from SamTrans bus service and Caltrain and BART rail service

3.2 Analyze the Status of the CMP Network and Companion Network

Using the information collected in subtask 2.1, the consultant will calculate measures used in determining the CMP Level of Service (LOS) and other appropriate standards to analyze the current status of each designated location. The analysis will be consistent with methodologies identified in the final monitoring plan.

Task 3 Deliverable: Traffic counts, travel time, and all other requested data provided in an electronic format

Task 4: Prepare CMP Monitoring Report

4.1 Prepare Draft CMP Monitoring Report

The consultant will prepare a draft report on the status of the County-wide transportation network detailing the results of Task 2. The report should at minimum follow the format identified below:

- Introduction
- Purpose of the Monitoring Program
- Description of the Monitoring Program: Include methodologies for collecting and analyzing data
- Monitoring Results: Prepare tables that outlines the current status of each location within the county and a separate table comparing each segment with historic data.
- Actions: Divide the study locations into different levels according to their status and recommend appropriate actions to maintain or improve each level. Include actions that are already being taken by different agencies to address problems
- COVID-19 Response: provide a comparison of the previous CMP Monitoring Report to the 2021 analysis to highlight the impacts due to COVID-19

4.2 Prepare Final CMP Monitoring Report

After meeting with C/CAG staff to discuss the draft report, the consultant will finalize the monitoring report based on comments received

Task 4 Deliverable: Final CMP Monitoring Report

Task 5: Development of the 2021 CMP Document

5.1 Prepare the final CMP document

The consultant will prepare the final CMP document, while ensuring consistency with California state statute and MTC's latest guidance for Consistency of Congestion Management Programs

with the Regional Transportation Plan (RTP). Note that MTC's current adopted RTP is Plan Bay Area 2040 in July 2017. The final CMP document will consist of the following:

- Executive Summary or Highlights from the CMP
- Designated Roadway System: Define the CMP system for San Mateo County
- CMP System Performance: Define the LOS standard for all CMP network roadways. Evaluate alternate CMP System Performance Measures, including Level of Service, Vehicle Miles Traveled, and Vehicle Hours Delayed for traffic congestion and travel time reliability. Utilize the data prepared in the Monitoring Report to report on the status of the Countywide transportation system
- Multi-Modal System Performance: Use the results of the data collection to prepare this section. This section should include ridership of local and regional transit services. It should also include a summary of available bike and pedestrian facilities in San Mateo County.
- Travel Demand Management: Provide a summary and purpose of C/CAG's travel demand management services
- Land Use Analysis: Provide a summary and purpose of C/CAG's program to analyze the impacts of land use decisions made by local jurisdictions on the regional transportation system
- Travel Forecast Model: Provide a summary and purpose of the San Mateo County Travel Demand Model, and the role it plays in monitoring future congestion on San Mateo's roadways
- Update the CMP 7-year Capital Improvement Program (CIP), and Transportation Demand Management (TDM) program
- Include appendices with technical documentation, as appropriate

5.2 Finalize CMP Document and Committee/Board Presentations

Consultant should finalize CMP document after receiving C/CAG staff comments, member agency staff comments, C/CAG Board comments, and public comments. Consultant staff shall be available to present the draft and final CMP document to the C/CAG standing committees and the C/CAG Board.

Task 5 Deliverable: Final 2021 San Mateo County CMP Document; a total of five (5) presentations to a public meeting of C/CAG standing committees and C/CAG Board