

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

This Agreement entered this ___14___th of ___February___2025, 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 (CMP); and

WHEREAS, C/CAG has determined that outside consulting services are needed to monitor the 2025 Congestion Management Program; and

WHEREAS, C/CAG selected TJKM Transportation Consultants through a competitive process completed for similar services for the 2021 CMP monitoring; and

WHEREAS, C/CAG desires to retain TJKM Transportation Consultants for the 2025 CMP monitoring.

WHEREAS, the Board of Directors of the City/County Association of Governments of San Mateo County authorized the Chair to execute an agreement with TJKM Transportation Consultants for these purposes in the amount not to exceed \$212,300.41.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows: by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement with TJKM Transportation Consultants in the amount not to exceed \$212,300 and authorizing the C/CAG Executive Director to approve amendments to the agreement that modify the maximum fiscal obligation by no more than \$21,230. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

ARTICLE I INTRODUCTION

C/CAG is a joint powers agency designated by the Metropolitan Transportation Commission (MTC) as the Congestion Management Agency (CMA) for San Mateo County. C/CAG, acting as the CMA, must prepare and adopt a Congestion Management Program (CMP). The CMP's aims to identify strategies that address future transportation needs, establish

procedures to alleviate congestion, and promote countywide solutions. C/CAG has determined that consultant services are needed to update the biennial CMP.

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(TJKM Transportation Consultants)

Incorporated in the State of (California)
The Project Manager for the "CONSULTANT" will be (Ruta Jariwala)
The name of the "LOCAL AGENCY" is as follows:
(City/County Association of Governments of San Mateo County)

The Contract Administrator for LOCAL AGENCY will be (Eva Gaye)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (January 29, 2025). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT, its officers, agents, employees, or subconsultants.
- D. CONSULTANT and the agents, employees, and subconsultants of CONSULTANT, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against CONSULTANT based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- F. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on a quarterly basis. The report will be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine if CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Program Coordinator shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

- A. CONSULTANT shall perform the broad range of services described in Exhibit B, attached hereto (the "Scope of Work").

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on **February 14, 2025**, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on **February 14, 2026**, unless extended by an amendment to the AGREEMENT.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope

of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

- B. Progress payments will be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days of receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed for the quarter. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the project title. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed or emailed to LOCAL AGENCY's Contract Administrator at the following address:

City/County Association of Governments of San Mateo County
Eva Gaye
555 County Center, 5TH Fl.
Redwood City, CA 94536
egaye@smcgov.org

- E. The total amount payable by LOCAL AGENCY shall not exceed **\$212, 300.41 (Two Hundred Twelve Thousand, Three Hundred Dollars and Forty-One Cents.**

ARTICLE VI TERMINATION

- A. LOCAL AGENCY may terminate this Agreement at any time for any reason by providing 30 calendar days' written 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.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans

Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by LOCAL AGENCY.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any subconsultants, and no sub agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The

CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any sub agreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute subconsultant.

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization, in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following: CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the

sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

ARTICLE XII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIII REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the

contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XIV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.), the applicable regulations promulgated there under (2 CCR § 11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code § 12990 (a-f), set forth 2 CCR §§ 8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or

activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years.
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

ARTICLE XIX CONTINGENT FEE CONSULTANT

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XX DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Executive Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXI INSPECTION OF WORK CONSULTANT

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXII OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right there in whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code § 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIV NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be provided by the mailing by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

TJKM Transportation Consultants
Ruta Jariwala, Project Manager
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

LOCAL AGENCY:

City/County Association of Governments of San Mateo County
Eva Gaye, Contract Administrator
555 County Center, 5th Floor.
Redwood City, CA 94063

ARTICLE XXV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXVI SIGNATURES

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

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

Adam Rak
Chair, C/CAG Board of Directors

Date:

Melissa Andrikopoulos
C/CAG Legal Counsel

Date:

TJKM Transportation Consultants

Nayan Amin
President TJKM

Date

DRAFT

Exhibit A

CONSULTANT BILLING RATES

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

DRAFT

Exhibit B

SCOPE OF WORK

DRAFT

ESTIMATE



C-CAG - 2024 CMP Counts

TJKM - Pleasanton

Attn: Praveena Samaleti
4305 Hacienda Dr, Suite 550
Pleasanton, CA 94588

1305 N 30th St
Renton, WA 98056

Wednesday, January 29, 2025

Collection Type	Quantity	Unit	Rate	Total
Tubes: (31) 72-Hour Speed/Class/Volume	31	EA	\$325	\$10,075
Tubes: (4) 5-Day Speed/Class/Volume	4	EA	\$375	\$1,500
TMCs: (46) AM/PM Peak	184	HR	\$65	\$11,960
TMCs: (8) AM/PM Peak; Sat. AM/MD/PM Peak	80	HR	\$65	\$5,200
Travel Times: EL & GP - (6) AM & PM Runs (3 Days)	1	FLAT	\$17,900	\$17,900
Caltrans Permit	1	FLAT	\$1,000	\$1,000

Total Amount Due:	\$47,635
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Until written NTP is received and confirmed, availability is subject to change

Proposal for the San Mateo County Congestion Management Program 2025 Update

January 29, 2025

TJKM Transportation Consultants
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588
(925) 463-0611

Point of Contact

Ruta Jariwala
rjariwala@tjkm.com
(408) 421-0768



TJKM Transportation Consultants (TJKM) is pleased to submit our Scope of Work, Level of Effort, and Schedule to City/County Association of Governments (C/CAG) to update the Congestion Management Program (CMP) for 2025.

SCOPE OF WORK

TJKM will update the CMP for 2025 as noted below.

Task 1: Project Management

Under this task, TJKM will host a kick-off meeting, and provide monthly updates through check-in calls and progress reports with our invoices.

SUBTASK 1.1 KICK-OFF MEETING

Within a week of notice-to-proceed, TJKM will host a virtual kick-off meeting with C/CAG staff, and other stakeholders as requested by C/CAG. The purpose of the meeting will be to:

- Confirm the scope of work and data collection needs;
- Finalize the timeline and project milestones; and
- Establish communication protocols.

TJKM will prepare meeting materials including an agenda, PowerPoint presentations, and summarize meeting notes with action items.

SUBTASK 1.2 MONTHLY MEETINGS, PROGRESS REPORTS, & INVOICES

Throughout the life of the project, TJKM's Project Manager, Ms. Ruta Jariwala will host monthly status update meetings (virtually) to discuss project progress. For each meeting, TJKM will prepare meeting agendas and summary notes. Additionally, the TJKM Team will prepare monthly status reports detailing work completed, progress on the schedule, and current project budget.

Under this task, TJKM will also provide C/CAG with monthly invoices, to accompany the monthly status reports.

Task 1 Deliverables

- ✓ *Kick-Off Meeting Agenda, Meeting Minutes, and Action Items*
- ✓ *Monthly Meeting Agendas and Notes, Progress Reports, and Invoices*

Task 2: Companion Monitoring Network

C/CAG is to be commended for going above and beyond the typical scope of the CMP by developing a Companion Monitoring Network. As part of this task, the TJKM Team will work with C/CAG staff to confirm that no changes are required to the Companion Monitoring Network developed in the last cycle, before proceeding with the network analysis.

SUBTASK 2.1 CONFIRM COMPANION MONITORING NETWORK ANALYSIS

Based on direction from C/CAG staff, TJKM will finalize the Companion Monitoring Network. All locations in the network will be included in the Monitoring Report, and will be monitored alongside the CMP network. The results of the monitoring effort will be reported in the 2025 CMP Update.

Task 2 Deliverables

- ✓ *Final Companion Monitoring Network*

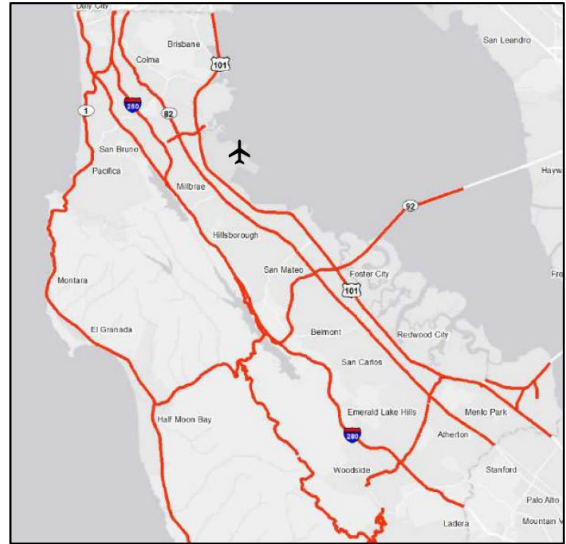


Task 3: Prepare Monitoring Plan

Under this task, the TJKM Team will prepare a Monitoring Plan that outlines all data collection tasks, along with collection methodologies and schedules. This will allow the team and C/CAG staff to confirm any assumptions prior to proceeding with data collection.

SUBTASK 3.1 PREPARE DRAFT MONITORING PLAN

Under this subtask, TJKM will prepare a draft plan for collecting auto travel data at the locations defined in the San Mateo County CMP Network per the 2023 CMP Update. It is TJKM’s understanding that C/CAG monitors 163.3 miles of freeways and 301.4 miles of arterials/State Routes (53 roadway segments in total), and 16 intersections across San Mateo County. In the 2023 CMP Update, data collection included the use of INRIX data, 72-hour ADT counts at 25 locations, HOT lane travel time runs on US-101, and turning movement counts at 16 intersections, with the addition of the new Companion Monitoring Network. 2025 CMP Update will include an additional 21 companion network intersections, General Purpose (GP) lane travel time runs on US-101. It is expected that a similar data collection suite will be employed for the 2025 CMP Update. TJKM will work with our data collection vendor, IDAX, to prepare a Monitoring Plan that will detail the methods by which data will be collected, where it will be collected, and the timeline for data collection.



Our Monitoring Plan will also be based on review of available data from INRIX. The resulting real-time data in INRIX takes three forms: pure archival/historical data (least reliable), pure real-time data (most reliable), and a hybrid of the two. To ensure statistical significance, TJKM will make sure that only the data assigned a statistical confidence interval of score over 90 percent is used as part of the data collection. TJKM will document the following in the Draft Monitoring Plan:

- Methods to be employed to monitor the CMP Network, including discussion of the statistical validity of all proposed data collection methods.
- Methods to monitor the new Companion Network: 10 roadway segments will be monitored similarly to the arterials/highways in the CMP network, thus requiring 72-hour ADT counts, but we will consult with C/CAG staff prior to proceeding. Turning movement counts at the 38 Companion intersections will be conducted just as they are with the CMP intersections.
- Consulting other sources of data: we will consult with C/CAG to see if there is traffic data already available from Caltrans or the member agencies that we can utilize to reduce data collection needs.
- Vehicle traffic count collection methods, including video recordings, automated roadway segment tube counts, and use of commercially available INRIX data. TJKM will identify all cost-effective improvements available to C/CAG through review of past monitoring efforts and our experience with using currently available technologies and methods.
- Routes and locations on which the above methods will be employed.
- Vehicle travel time collection methods, including floating car runs for the US-101 GP, HOT (Express lanes).
- Transit Ridership Data Collection from BART, Caltrain, and SamTrans.



- Methodology to monitor LOS on the CMP network.
- Potential improvements to previous CMP Monitoring Reports and methodologies that provide improved metrics for CMP Network performance, including the incorporation of VMT data.
- Data collection plan and schedule.
- Quality Assurance/Quality Control (QA/QC) plan for collected data.

SUBTASK 3.2 FINAL MONITORING PLAN

TJKM will present the Draft Monitoring Plan to C/CAG staff for review. Based on comments and direction received, we will prepare a Final Monitoring Plan. It will then serve as a guide to complete Task 4.

Task 3 Deliverables

- ✓ *Draft and Final Monitoring Plan*

Task 4: Monitor & Analyze the CMP Network & Companion Network

After finalizing the Monitoring Plan, the TJKM Team will begin the work to collect data and perform the analysis of the CMP and Companion networks.

SUBTASK 4.1 DATA COLLECTION

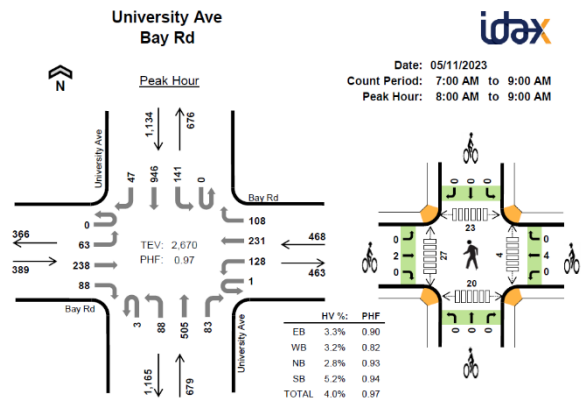
One of the primary goals of the CMP Update is to monitor the LOS on 53 roadway segments and at 16 intersections across San Mateo County that are bi-annually monitored for CMP conformance. Based on the Final Monitoring Plan developed under Task 3, TJKM will conduct data collection and monitoring of the CMP network under this task. All data collection will be conducted in Spring 2025 during mid-week days (Tuesday-Thursday) when schools are in session to remain consistent with past monitoring cycles. Our team has worked together on several other CMP Monitoring projects and the previous C/CAG CMP effort and is prepared to bring our expertise to C/CAG. The data collection will consist of the following:



INRIX Data: Per the 2023 Monitoring Report Executive Summary, C/CAG utilized INRIX XD data to monitor 163.3 directional miles of freeways and arterials. As part of this task, the team will acquire INRIX XD data to collect average speed data for these segments, ensuring that all data points are derived from observed, real time sources. We have strong background using INRIX XD for the Transportation Authority of Marin, Contra Costa County, and the Solano Transportation Authority CMP updates. INRIX XD segments cover more miles of road than TMC segments with greater granularity, and with the ability to adapt more quickly to the CMP network. INRIX XD will also provide information on incidents and reasons of slowdowns during any particular day. To use INRIX XD in collecting commercial auto speed data, the CMP network would be mapped and labeled in the web-based application tool and dates would be set to corresponding date and time for which data collection effort in real time would be made. Granularity by minutes or hours can then provide information regarding speed, travel time, congestion scan and bottlenecks with real time information on impact factors which can be downloaded in the form of Excel spreadsheets and visual diagrams.

72-Hour ADT Counts: The team will conduct directional 72-hour ADT counts for 25 locations, representing 301.4 miles of arterials/highways. The counts will be conducted using Metrocount MC5600 Portable Tube Classifiers, which stores every axle hit and operate with MTEExec software to provide outputs of speed, classification, and volume data. The counters record directional traffic volumes in 15-minute increments, and can be downloaded by a technician in the field (while not interrupting the study) to ensure a successful collection. If utilizing tubes becomes an issue due to high speeds, the team can deploy Wavetronix cameras to ensure a smooth data collection.

Intersection Turning Movement Count: Intersection TMCs will be conducted with video at all 16 CMP intersections and 38 Companion Monitoring Network intersections during the peak AM period (7 AM-9 AM) and peak PM period (4 PM-6 PM) as noted in the 2023 Monitoring Report. Our team has a vast amount of experience with industry-leading equipment and the proper ways to deploy it in order to accurately collect TMC. We only utilize the highest quality video collection units and the best reduction techniques and partners to accurately record and process the data.



Both TJKM and IDAX have worked together conducting data collection for the C/CAG CMP Monitoring Report for the last three cycles. Prior to collecting any turning movement count data, IDAX will verify the orientation of each intersection to ensure that it matches 2023 data. The turning movements will also capture bicycles and pedestrians, and will separate out heavy vehicles.

GP Travel Time Runs: In order to analyze multi-modal travel times along the US-101 corridor, the team will conduct travel time runs in the GP lanes on US-101 between the San Mateo County/Santa Clara County line and end of Express Lanes to San Francisco County line/San Mateo County line. The team will conduct travel time runs on US-101, dividing the route into two segments. Six runs per direction will be completed in both the AM (7 AM-9 AM) and PM peak periods (4 PM-6 PM).

Northbound:

- Segment 1: US-101: SM/SC County Line to Grand Avenue/End of Express Lanes
- Segment 2: US-101: Grand Avenue/End of Express Lanes to SF/SM County Line

Southbound:

- Segment 1: US-101: SF/SM County Line to Grand Avenue/Beginning of Express Lanes
- Segment 2: US-101: Grand Avenue/Beginning of Express Lanes to SM/SC County Line

HOT Travel Time Runs (Express Lanes): In order to analyze multi-modal travel times along the US-101 corridor, the team will conduct travel time runs in the HOT lane on US-101 between the San Mateo County/Santa Clara County line and end of Express Lanes to San Francisco County line/San Mateo County line. The team will conduct travel time runs on US-101, dividing the route into two segments. Six runs per direction will be completed in both the AM (7 AM-9 AM) and PM peak periods (4 PM-6 PM).

Northbound:

- Segment 1: US-101: SM/SC County Line to Grand Avenue/End of Express Lanes
- Segment 2: US-101: Grand Avenue/End of Express Lanes to SF/SM County Line



Southbound:

- Segment 1: US-101: SF/SM County Line to Grand Avenue/Beginning of Express Lanes
- Segment 2: US-101: Grand Avenue/Beginning of Express Lanes to SM/SC County Line

Transit Ridership Data: TJKM will obtain ridership data for BART (stations with in San Mateo County), Caltrain, and SamTrans, either through online resources or by consulting with staff at these agencies.

The screenshot shows a web interface titled 'DATA ACCESS'. At the top, there are filters for 'All collection types', 'Start Date', 'End Date', and a search bar for 'Search for intersection'. A notification indicates '3 studies at 1 location selected'. The main table lists two studies for the location 'Moffett Boulevard; Central Expressway'. The first study (ID 18249) has 'Turning Movement Counts' data from '2018-11-1' with an 'Other' interval. Below it, an 'Export Options' table lists three files: '195(5308).xlsx' (71 KB Excel File), '195(5308)_PM.pdf' (170 KB PDF File), and '195(5308)_PM.xlsx' (169 KB Excel File), each with an 'Inquire' button. The second study (ID 18137) also has 'Turning Movement Counts' data from '2018-5-8' with an 'Other' interval. Its 'Export Options' table lists three files: '1.xlsx' (65 KB Excel File), '1_AM.pdf' (244 KB PDF File), and '1_AM.xlsx' (83 KB Excel File), each with a download icon.

Additionally, the TJKM Team is excited to introduce a new data platform for the CMP data collection effort that will be accessible for the life of the contract. To assist C/CAG in mitigating the issues surrounding data organization, the TJKM Team will provide all new data we collect in a data warehouse via web Interface, something our team has developed for Santa Clara County Valley Transportation Authority. Access will be provided to an unlimited number of users within C/CAG. C/CAG will be able to view points for data that is owned internally. Additional data feeds can be ingested and stored

within the warehouse including travel times, parking data, transit data, and additional volume data. Data other than what the TJKM Team has or will collect for C/CAG would incur a fee to ingest and store.

SUBTASK 4.2 QA/QC & ERROR CHECKING

After completing data collection; the TJKM Team will first ensure that all data is checked for accuracy before proceeding with the LOS analysis. In addition IDAX's QA/QC process to ensure the data is free of errors, TJKM will create tables to compare volumes and average travel speeds with data collected in 2023. The team, in consultation with C/CAG staff, will also check if there are any nearby new developments that may have caused the change in traffic levels. Beyond that, TJKM will also consider any qualitative reasons for the change in volumes, such as any nearby improvements, effectiveness of TDM programs, HOT lanes, transit usage, etc. The final error checking will occur when the LOS is calculated for 2025 and compared to 2023. The tables created as part of the QA/QC process will later be used in the 2025 Monitoring Report to illustrate the effects of the on traffic in San Mateo County.

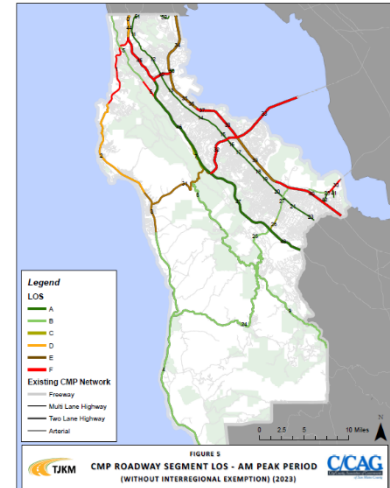
SUBTASK 4.3 ANALYZE STATUS OF CMP NETWORK & COMPANION NETWORK

Once the data is collected and QA/QC is performed, the team will calculate the LOS for all roadway segments and intersections in the CMP and Companion Networks to determine their current status. The analysis will be performed per the methodologies and performance measures established in the Final Monitoring Plan prepared under Task 2. TJKM understands based on the 2023 Monitoring Report that roadway segment LOS is calculated based on either average speed (freeways) or V/C ratio (multi-lane, two-lane, and arterial segments). Intersection LOS is calculated based on turning movement volumes, and will be analyzed using Synchro software.



TJKM will prepare tables showing 2025 LOS for both the AM and PM peak period, as well as a second table comparing the LOS with previous monitoring cycles using the worst case peak period for each location. Intersection LOS tables will show AM and PM peak period LOS for 2025 and compared with previous cycles. For CMP segments found to have an LOS below the established standard, interregional trips will be removed as allowed by CMP statute. Interregional travel is defined as trips that either begin/end outside San Mateo County, or that begin outside the County but end in San Mateo County.

The countywide travel demand model will be used to determine the proportion of the segment’s volume that is estimated to include interregional travel. Once the reductions are made, the segment’s LOS will be recalculated to determine if any deficient segments remain. The team will also prepare maps showing the results of the LOS analysis, and turn the shapefiles with LOS results, average speeds, and volumes over to C/CAG.



As a value added task, TJKM will prepare Travel Time Reliability charts for each freeway in San Mateo County using available data. Our team has completed this task for both Marin County, Contra Costa County and Solano County on US-101 and I-80 respectively, and will complete one chart for each freeway spanning its entire length. The chart will show the 95th percentile travel time along the corridor for each hour from 5 AM–9 PM, compared to free flow travel time.

Additionally, **as an added value task**, the TJKM Team will utilize the shapefiles developed as part of this project to create an **interactive ArcGIS Online map** that shows the historical LOS of each C/CAG roadway segment and intersection. The purpose of including an interactive map is to allow C/CAG to quickly understand historical trends across the region or down to a specific segment/intersection. The map could also be shared with stakeholders or the general public, if desired.

Task 4 Deliverables

- ✓ *Electronic data files for: INRIX data; 72-hour ADT counts at 25 CMP locations and 10 Companion network locations; Intersection TMCs at 16 CMP intersections and 38 Companion network intersections; GP, HOT (Express lane) travel time runs on US-101*
- ✓ *LOS analysis results with tables and maps*
- ✓ *Interactive online GIS map showing historical LOS results; GIS shapefiles*

Task 5: Prepare CMP Monitoring Report

As part of this task, the results of the CMP monitoring effort will be summarized into a Draft and Final CMP Monitoring Report.

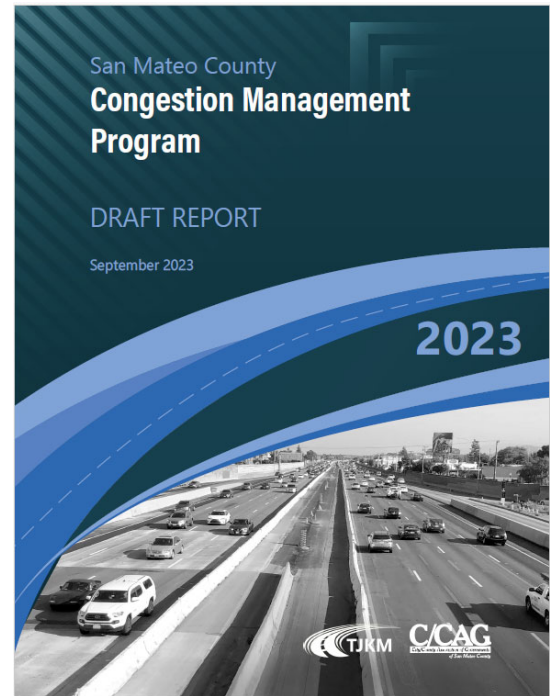
SUBTASK 5.1 DRAFT CMP MONITORING REPORT

TJKM will prepare and provide a Draft Monitoring Report for C/CAG staff review that incorporates the following elements:

- Introduction.
- Purpose and description of the monitoring program.



- Description of the Monitoring Program, including an explanation of methodologies for collecting and analyzing data.
- Monitoring results for the CMP Network and Companion Monitoring Network, including tables/maps showing 2025 LOS and comparing them with previous cycles.
- Actions identifying study locations per different levels according to their current status and actions to maintain or improve each level including the actions that have already been taken by different agencies to address the problems.
- Comparison of 2023 and 2025 Monitoring Report to highlight the impacts.
- Multi-modal Performance Measures: Travel times for various modes on US-101, bicycle/pedestrian improvements, and ridership/person throughput for transit.
- Comparison of GP lane travel time with the HOT (Express lane) travel time on US-101 between the San Mateo County/Santa Clara County line and end of Express Lanes to San Francisco County line/San Mateo County line
- Appendix of all the raw data collection documents for the project.



The description of the monitoring program will include discussion on the methodologies used to collect data and to analyze study results. Graphics for the report will include figures that show where data has been collected, identify days and times of collection, location of segments that are grandfathered and/or exceeding established LOS standards, and related information.

The Draft Monitoring Report will also detail actions, such as roadway, transit, or other improvements, that can address previously or newly deficient LOS on roadway segments, including those already being undertaken by different agencies. All collected vehicle, bicycle, and pedestrian counts, and travel time runs will be documented in an Appendix. Consistent with past reports, the Draft Monitoring Report will document results based on the following performance measures established in the CMP:

- Roadway Level of Service
 - Travel Time – Average Speed
 - 72-hour traffic counts – V/C for rural arterials
- Intersection Level of Service
- Travel Time for various modes (single occupant, carpools, and transit)
- Comparison of GP lane travel time with the HOT (Express lane) travel time on US-101
- Pedestrian and Bicycle Improvements
- Ridership/Person Throughput for Transit

SUBTASK 5.2 FINAL CMP MONITORING REPORT

TJKM will meet with C/CAG staff to discuss and review the results of the Draft Monitoring Report. Following this meeting, TJKM will incorporate staff comments into a Final Monitoring Report for C/CAG staff use.

Task 5 Deliverables

- ✓ *Draft and Final CMP Monitoring Report*

Task 6: Development of 2025 CMP Document

As part of this task, the results of the CMP monitoring effort will be summarized into a Draft and Final CMP Monitoring Report.

SUBTASK 6.1 PREPARE FINAL CMP DOCUMENT

The 2025 CMP Update will be developed in accordance with MTC's guidance for Consistency of Congestion Management Programs with Regional Transportation Plan (RTP). Our approach for each section of the CMP is discussed below:

Executive Summary

The Executive Summary will provide an overview of the CMP document and summarize notable results.

Chapter 1: Designated Roadway System

This chapter will include a brief discussion of the purpose of the CMP, legislative requirements, and the organization of the CMP.

Chapter 2: Designated Roadway System

The CMP legislation requires that all state highways and principal arterial roadways be included in the roadway network for analysis, and once a highway or roadway has been designated as part of the system, it may not be removed. In total, the San Mateo County CMP network includes 163.3 miles of freeway, 301.4 miles of arterials/state routes (broken into 53 segments), and 16 intersections. Chapter 1 will include a table of the CMP segments/intersections, and a map. A map and table detailing the segments/intersections of the Companion Monitoring Network will also be included.

Chapter 3: CMP System Performance

Under this section, the LOS standard for each CMP roadway segment and intersection will be defined. TJKM will include a discussion of alternate CMP System Performance Measures, such as LOS, VMT, and Vehicle Hours Delayed for traffic congestion and travel time reliability. Utilizing the information from the Monitoring Report, we will report on the status of the countywide CMP network and Companion Monitoring Network, noting any CMP segments with deficient LOS (Companion Network is presented for informational purposes only as it is not subject to CMP statute).

Chapter 4: Multi-Modal System Performance

C/CAG has selected four performance measures to be reported in the CMP:

- Level of Service
- Travel times from single-occupant automobiles, carpools, and transit
- Pedestrian and Bicycle Improvements
- Ridership/Person Throughout for Transit

Based on the information from the Monitoring Report, TJKM will provide a discussion of the status of the countywide transportation network based on each of these performance metrics. It will include a report of travel times by mode on US-101, a discussion of available bicycle and pedestrian facilities, and ridership data for BART, Caltrain, and SamTrans.

TJKM also proposes as a **value added task** to include a brief discussion of SB 743, and how VMT performance



metrics could be incorporated into future CMPs. Our team has experience in assisting other CMAs implementing the use of VMT data, including Sonoma and Napa.

Chapter 5: Travel Demand Management

TJKM will provide a discussion of C/CAG's travel demand management services, including existing efforts in San Mateo County. TDM aims at influencing travel behaviors for the purpose of redistributing travel demand. Examples of demand management strategies include alternative commute programs (e.g. carpool/vanpool, rideshare, etc.), HOT facilities, public transportation improvements, multimodal facilities, bicycle and pedestrian improvements, increased use of park-and-ride lots, improvements in jobs-housing balance, availability of flexible work hours, and telecommunicating. Many of these strategies are already in use in San Mateo County, including its robust shuttle program. The chapter will also include a discussion of commute trends in San Mateo County (using data, if possible, from the COVID-19 pandemic to see how it has affected commute patterns/modes).

Chapter 6: Land Use Analysis

As stipulated in California Government Code Section 65089(b)(4), a CMP must contain a program to analyze the impacts of land use decisions made by local jurisdictions on the regional transportation system (including highways and transit). This chapter will include a review of the components of C/CAG's program, the role of C/CAG's travel demand model, and how it contributes to the overall effort to mitigate congestion in San Mateo County.

Chapter 7: Travel Forecast Model

This chapter will include a discussion of C/CAG's CMP Transportation Model, its consistency with MTC's Regional Transportation Model, and the model's role in monitoring future congestion in San Mateo County. As stipulated in California Government Code Section 65089(c), every CMA, in consultation with the regional transportation planning agency (MTC), cities and county, must develop a uniform database on traffic impacts for use in a countywide travel forecast model. It also requires that the countywide model be the basis for transportation models used for county sub-areas and cities, and that all models be consistent with the modelling methodology and databases used by the regional transportation planning agency. The CMP also approves sub-county area transportation models, and models used by local jurisdictions for land use impact analysis, if local jurisdictions decide to perform this work on their own. The purpose of applying the model is to guide the CMA decision-making process in identifying the most effective balance of transportation programs and projects that maintain LOS standards, which includes:

- Consideration towards the benefits of transit service and TDM programs; and
- Need for projects that improve congestion on the CMP Network.

The modeling requirement is also intended to assist local agencies in assessing the impact of new development on the transportation system.

Chapter 8: Capital Improvement Program

State legislation requires that a CMP contain a seven year Capital Improvement Program (CIP) to maintain or improve the performance of the multimodal transportation system for the movement of people and goods and to mitigate regional transportation impacts identified through the Land Use Analysis Program. The County CIP is the core element of the CMP Update, and capital improvement projects must conform to transportation-related vehicle emissions and air quality mitigation measures. These transportation control measures (TCMs) are contained in the Bay Area 2017 Clean Air Plan. TJKM will review existing funding and programming documents as follows:



- MTC's Draft 2021 Transportation Improvement Program (TIP)
- MTC's Plan Bay Area 2050
- California Transportation Commission's 2022 State Transportation Improvement Program (STIP)
- San Mateo County Measure A and Measure M Expenditure Plans

TJKM will review MTC's Draft 2021 TIP, the starting point for developing a CIP in San Mateo County. The CIP will reflect projects included in the TIP at minimum. The team will then recommend inclusion of projects from other sources, such as (but not limited to): STIP, the Measure A Expenditure Plan, San Mateo County Measure M, etc.

TJKM will discuss CIP project prioritization with C/CAG staff. Per this discussion, TJKM will develop the seven year CIP for inclusion in the Final CMP Update.

Under this task, TJKM will also assist C/CAG in providing updates to the Transportation Demand Management program.

Chapter 9: Deficiency Plan Procedures

Deficiency plans provide a method for local governments to focus on areas where congestion problems keep system performance from meeting adopted standards. They provide an opportunity to analyze the causes of problems and determine whether they can be fixed by local improvements, or if it would be best to employ measures that will improve overall system efficiency and air quality.

Deficiency plans also provide local governments with the opportunity to give priority to system and non-capital mitigation methods to relieve congestion. The statutes specifically point to improved public transit service and facilities, improved non-motorized transportation facilities, HOT facilities, parking cash-out programs, and TCMs.

TJKM will assist in the establishment of procedures for the deficiency plans, which will include the following:

- Identify and analyze the cause(s) of any deficiencies.
- Determine necessary improvements for any deficient segments or intersections to maintain minimum LOS standards and associated improvement cost estimates.
- Improvements, programs or actions (and associated cost estimates) that can improve multimodal performance of the system and air quality.
- Develop an action plan of the most effective implementation strategies to maintain minimum LOS standards at any deficient segments, or to improve current and future LOS of the system and contribute to notable air quality improvements.

Chapters 10-12

To retain consistency with the 2023 CMP Update, TJKM will update and include Chapter 10 (Monitoring and Updating the CMP), Chapter 11 (Measure M-\$10 Vehicle Registration Fee Program), and Chapter 12 (Traffic Impact Analysis Policy) in the 2025 CMP Update.

TJKM will compile these chapters into one Draft CMP Document and submit to C/CAG staff for review.

SUBTASK 6.2 FINALIZE CMP DOCUMENT & COMMITTEE/BOARD PRESENTATIONS

Once the CMP Document is drafted, TJKM will meet with C/CAG to discuss. Once C/CAG staff comments are received, the team will revise the document into the Final 2025 CMP Update. We will be on hand at up to five C/CAG standing committee and C/CAG Board meetings to present the Final CMP, up to the point of adoption.



Task 6 Deliverables

- ✓ *Draft and Final 2025 San Mateo County CMP Document*
- ✓ *Presentation of Final 2025 CMP at up to five C/CAG standing committees and C/CAG Board meetings*



SCHEDULE

Our proposed team is an experienced team with specific strengths in each of the areas required to deliver this project on schedule and within budget to the satisfaction of C/CAG. Our proposed team has a proven track record of successful similar projects and is dedicated to providing high-quality products. With our available resources and experience, TJKM is equipped to provide the level of responsiveness required by the C/CAG, all while providing professional and quality services. We have developed an individualized approach for each task that, combined with an active project management and team-oriented approach, will ensure the delivery of timely, high-quality services.

The personnel listed in our organization chart are available to work on the project for the entire duration of the project. Our proposed staff has the availability to accept and complete this key project on schedule and within budget.

TJKM will complete this project in accordance with the schedule shown below.

Task	2025											
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task 1: Project Management												
1.1: Kick-Off Meeting												
1.2: Monthly Meetings, Progress Reports, & Invoices												
Task 2: Companion Monitoring Network												
2.1: Confirm Companion Monitoring Network Analysis												
Task 3: Prepare Monitoring Plan												
3.1: Prepare Draft Monitoring Plan												
3.2: Prepare Final Monitoring Plan												
Task 4: Monitor & Analyze the CMP Network & Companion Network												
4.1: Data Collection												
4.2: QA/QC & Error Checking												
4.3: Analyze Status of CMP Network & Companion Network												
Task 5: Prepare CMP Monitoring Report												
5.1: Draft CMP Monitoring Report												
5.2: Final CMP Monitoring Report												
Task 6: Development of the 2025 CMP Document												
6.1: Prepare Final CMP Document												
6.2: Finalize CMP Document & Committee/Board Presentations												



COST PROPOSAL

TJKM truly understands the importance of good project management. We use state-of-the-art technology and software to maintain superior quality control, to control costs, and to maximize the efficiency of resource utilization. Our proposed Project Manager, Ruta Jariwala, will utilize a number of project management tools to ensure budget and schedule compliance, including:

- Internal kick-off meeting with the project team to review goals of the project, to identify deadlines for deliverables, and to assign tasks for each staff member.
- Weekly meetings to maintain communication with the project team, and to review anticipated hours necessary for completing project work.
- Weekly status reviews of billing system reports to track labor and cost expenditures, ensuring budget compliance.
- Regular monthly reports provided to C/CAG's Project Manager discussing progress and any outstanding issues or concerns, allowing for an open line of communication.
- Documentation of work performed to date in a status report accompanying each invoice, at the C/CAG's request.

Timeliness and quality are essential to maintaining good business relationships and a solid reputation. TJKM is committed to preparing high quality deliverables for our clients, while maintaining schedule and budget compliance, and to meeting deadlines that will be associated with this contract.

The cost proposal is included on the following page.



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

Cost Proposal for San Mateo County Congestion Management Program 2025 Update

Prepared by TJKM Transportation Consultants

Task	Project Manager	QA/QC	Task Lead	Modeller	Project Engineer	Project Engineer	Project Planner	Graphics	Hours by Task	Cost by Task
	Billing Rate	\$300.02	\$245.49	\$199.75	\$257.90	\$127.14	\$120.35	\$96.42		
Task 1: Project Management	17	0	17	0	0	0	0	0	34	\$ 8,496.12
1.1: Kick-Off Meeting	1		1						2	\$ 499.77
1.2: Monthly Meetings, Progress Reports & Invoices	16		16						32	\$ 7,996.35
Task 2: Develop Companion Network	1	0	2	0	0	0	4	0	7	\$ 1,085.22
2.1: Confirm Companion Monitoring Network	1		2				4		7	\$ 1,085.22
Task 3: Prepare Monitoring Plan	6	4	22	0	0	12	28	12	84	\$ 12,643.22
3.1: Prepare Draft Monitoring Plan	4	2	14			10	18	8	56	\$ 8,308.40
3.2: Prepare Final Monitoring Plan	2	2	8			2	10	4	28	\$ 4,334.81
Task 4: Monitor & Analyze the CMP Network & Companion Network	14	10	59	60	110	148	155	0	556	\$ 80,657.64
4.1: Data Collection	4		10			18	25		57	\$ 7,774.53
4.2: QA/QC & Error Checking	4	4	14		26	26	26		100	\$ 13,920.43
4.3: Analyze Status of CMP Network & Companion Network	6	6	35	60	84	104	104		399	\$ 58,962.68
Task 5: Prepare CMP Monitoring Report	8	3	41	0	18	59	61	29	219	\$ 29,793.66
5.1: Draft CMP Monitoring Report	6	1	23		12	34	44	24	144	\$ 19,145.21
5.2: Final CMP Monitoring Report	2	2	18		6	25	17	5	75	\$ 10,648.46
Task 6: Development of the 2025 CMP Document	29	4	53	0	8	16	52	16	178	\$ 29,989.55
6.1: Prepare Final CMP Document	4		28		4	8	32	12	88	\$ 12,672.62
6.2: Finalize CMP Document & Committee/Board Presentations	25	4	25		4	8	20	4	90	\$ 17,316.93
Sub-Total	75	21	194	60	136	235	300	57	1078	\$ 162,665.41
Direct Cost										
Mileage										\$ 2,000.00
Data Collection										\$ 47,635.00
Total										\$ 212,300.41

