

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
KITTELSON & ASSOCIATES, INC.**

This Agreement is entered into 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 (“C/CAG”) and Kittelson & Associates, Inc. (“Consultant”) (together the “Parties”) on May 9, 2025.

RECITALS

C/CAG is the Congestion Management Agency for San Mateo County; and

C/CAG has determined that consultant services are needed to assist C/CAG with developing the San Bruno-Millbrae El Camino Real Multimodal Corridor Improvement Study (“Study”); and

The purpose of the Study is to develop and prioritize transportation projects along El Camino Real between Murchison Drive in the City of Millbrae to Noor Avenue in the City of San Bruno that enhance multimodal safety and connectivity using the existing transportation corridor; and

C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

The total amount available to Consultant under this Agreement is not to exceed \$760,000; and by adoption of RESOLUTION 25-26, the C/CAG Board of Directors authorized the C/CAG Executive Director to execute an agreement with Consultant to provide the services described in Exhibit A, Scope of Work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services to be provided by Consultant.** In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall provide services for C/CAG in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Scope of Work, attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C/CAG shall make payment to Consultant based on the rates and in the manner specified in Exhibit B, Project Budget. C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or quality of the work performed is unacceptable. In no event shall C/CAG’s total fiscal

obligation under this agreement exceed seven hundred and sixty thousand dollars (\$760,000). Payments shall be made to Consultant monthly, upon submission of an invoice by Consultant that has been reviewed and approved by C/CAG and identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from **May 9, 2025** to **December 31, 2026**.
4. **Termination.** This Agreement may be terminated by the C/CAG Executive Director at any time for any reason by providing 30 days' notice to Consultant. Subject to availability of funding, Consultant shall be paid for all services provided prior to termination of the Agreement. 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.

C/CAG may terminate this Agreement or a portion of the services referenced in the Exhibits based on the unavailability of federal, State, or other outside funds by providing written notice to Consultant as soon as is reasonably possible after C/CAG learns of said unavailability of outside funding.

C/CAG may also terminate this Agreement for cause. In order to terminate for cause, C/CAG must first give Consultant notice of the alleged breach. Consultant shall then have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, C/CAG may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that C/CAG provides notice of an alleged breach pursuant to this section, C/CAG may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. C/CAG has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and C/CAG shall use reasonable judgment in making that determination.

5. **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
6. **Key Personnel.** The key personnel to be assigned to this work by the Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 14. Consultant agrees that all personnel assigned to this work will be

professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.

7. **Contract Materials.** Upon expiration or termination of this Agreement, 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. Consultant shall not be liable for C/CAG’s use, modification or re-use of products without Consultant’s participation or for purposes other than those specifically intended pursuant to this Agreement.
8. **Relationship of the Parties.** Consultant agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.
9. **Assignability and Subcontracting.** Consultant shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Consultant 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.
10. **Hold Harmless/Indemnity.**
 - a. *General.* Consultant shall indemnify and hold harmless C/CAG and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement 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) to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the design professional. The duty of Consultant to indemnify, defend and save harmless as set forth by this Section is limited as set forth in Section 2782.8 of the California Civil Code.

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. However, Consultant's duty to indemnify and hold 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.

- 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.

11. 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 extending Consultant's coverage to include the contractual liability assumed by Consultant under an insured agreement.
- b. *Workers' Compensation and Employer's Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's 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, 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.

d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

- | | | |
|-----|--|-------------|
| (a) | Commercial General Liability..... | \$1,000,000 |
| (b) | Workers' Compensation..... | Statutory |
| (c) | Motor Vehicle Liability Insurance..... | \$1,000,000 |
| (d) | Professional Liability..... | \$1,000,000 |

C/CAG and its officers, agents, employees and servants shall be named as additional insured on Consultant's Commercial General Liability and Motor Vehicle Liability 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.

12. Compliance with All Laws. All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state, San Mateo County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. In the event of a conflict between the terms of this Agreement and any applicable State, federal, San Mateo County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 with this Section.

13. Non-discrimination.

- a. *General.* Consultant and any subconsultants performing services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, ancestry, age, disability

(physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information, or in any manner prohibited by federal, state or local laws.

- b. *Discrimination Against Individuals with Disabilities.* The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

14. **Substitutions.** If particular persons or classifications are identified in Exhibit A as providing services under 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.

15. **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/or 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 or its authorized representative, to any Federal or State department having monitoring or review authority, 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.

16. **Debarment and Suspension Certification**

- a. The 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 eligibility 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 C/CAG. 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.

17. **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.

18. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties 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. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.

19. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

20. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight

delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Audrey Shiramizu
Email: ashiramizu@smcgov.org

In the case of Consultant, to:

Laurence Lewis, AICP, LEED AP
155 Grand Avenue, Suite 505, Oakland, CA 94612
Attention: Laurence Lewis
Email: llewis@kittelson.com

21. **Electronic Signature.** Both C/CAG and Consultant wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

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

Kittelson & Associates, Inc. (Consultant)

By _____ Date _____

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

By _____ Date _____
Sean Charpentier
C/CAG Executive Director

C/CAG Legal Counsel

By _____
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

Scope of Work

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

DRAFT

TASK 1: PROJECT MANAGEMENT

1.1 Project Kick-Off Meeting and Goal Setting

The Kittelson team will prepare for and attend a project kick-off meeting with C/CAG and agency partners to review the project details, discuss reporting requirements, review project schedule, and confirm list of documents and data to be used in the Plan. As part of the kick-off meeting, the Kittelson team will facilitate a discussion to establish project goals and define what project success looks like. The project goals and desired outcomes will serve as a cornerstone for subsequent technical analysis and stakeholder engagement activities. Kittelson will also prepare a risk register, identifying potential risks to budget, schedule, and achievement of the project goals.

1.2 Project Charter

Kittelson will prepare a project charter to ensure all parties have the same expectations and understanding of the project. The project charter will build upon the project goals identified during the kick-off meeting and will identify agency roles and responsibilities for the project.

1.3 Schedule

Kittelson will prepare a draft project schedule to be reviewed at the kick-off meeting, with adjustments made based on the meeting outcomes. We will update the project schedule as needed throughout the project to reflect necessary changes to better serve the project's goals.

1.4 Project Administration and Management

To facilitate consistent and open communication, the Kittelson team proposes the following types of project management meetings:

Bi-weekly Check-in Conference Calls and Continuous Coordination. Over the course of the project, we will conduct recurring bi-weekly 30-minute check-in calls with C/CAG staff. The calls will serve to provide quick updates as well as to resolve unexpected issues. The Kittelson team's preparation and follow-up for the project management meetings will include agendas in advance of the meeting and summary notes following each meeting.

Invoices and Progress Reports. As part of each monthly invoice, Kittelson will prepare project status reports that communicate progress on each task, identify anticipated challenges, and identify methods for overcoming these challenges, as discussed in the bi-weekly coordination meetings.

TASK 1 DELIVERABLES

1. Project kick-off meeting agenda and summary
2. Draft and final project charter
3. Project schedule with regular updates
4. Bi-weekly project management meeting agendas and meeting summaries
5. Monthly invoices and progress reports

TASK 2: EXISTING CONDITIONS AND DATA COLLECTION

Task Purpose: Evaluate historical plans and data concerning the El Camino Real corridor, assess its existing uses, and demonstrate where gaps exist between current and intended function.

2.1 Literature Review

The Kittelson team will compile existing plans and reports related to El Camino Real, including any work done within ½ mile of the corridor. We will include those within San Bruno and Millbrae but also within South San Francisco and Burlingame, as well as Safe Routes to School plans, and countywide plans like the C/CAG Local Road Safety Plan or Comprehensive Bicycle and Pedestrian Plan.

Collectively, these plans will provide planning history and context and available historical data. Once we review these plans, we will be able to revisit and corroborate or update assumptions and conclusions drawn in these planning efforts: we will not reinvent the wheel but will build on the prior work completed.

2.2 Baseline Conditions Analysis

The Kittelson team will compile existing plans and data, plus perform original analysis, to understand current uses and needs (met and unmet) on the corridor. Data collection will include the following items listed in the table on the following page.

Compiling these data, the Kittelson team will demonstrate the usage patterns of the corridor today and the extent to which El Camino Real creates a gap for given modes and trip types.

Data	Source	Status / How Obtained
Roadway geometry (cross-sections, median width)	Aerial review Augment with field review	Will collect
Traffic volumes and speeds	Prior traffic reports Original data collection	Will collect
Existing and planned bike lanes Pedestrian Infrastructure (marked and improved or controlled crossings, sidewalk presence and width, lighting)	Millbrae, San Bruno, C/CAG, South San Francisco, Burlingame Active Transportation Plans and GIS Repositories Augment with field review Big data sources: INRIX and Replica	Obtained and reviewed relevant GIS data as part of Countywide LRSP
Travel markets and origin/destination patterns	Big data sources: Replica	Obtained and reviewed Replica data as part of Countywide LRSP
Demographics and equity focus opportunities	C/CAG Equity Focus Areas MTC Equity Priority Communities USDOT Climate & Economig Justice Screening Tool Census and American Community Survey	Collected, mapped and analyzed as part of Countywide LRSP
Land use and key destinations	City-provided land use GIS data Augmented with field review and community engagement input	Will request data and analysis from: Downtown Millbrae and El Camino Real Specific Plan (2022); and San Bruno Transit Corridors Specific Plan (2013)
Transit stops, routes, amenities, ridership, speed, reliability	SamTrans	Will request data and analysis from SamTrans' El Camino Real Speed and Reliability Study
Multimodal collision data	Publicly available from TIMS and SWITRS	Collected, mapped, and analyzed 2018-22 data as part of Countywide LRSP
Roadway and utility as-built drawings	Available from utility providers, Caltrans, and city staff	Will request in preparaton for Task 4

2.3 Parking Analysis

Kittelson will complete a parking analysis to understand existing on-street parking and use patterns. As a first step, we will complete a GIS curb inventory to identify the location and number of on-street parking spaces. This inventory will also document curb locations such as bus stops where on-street parking is prohibited.

Kittelson will also develop a methodology document for review by C/CAG and partner agencies to ensure the data collection and analysis leverages prior data collection such as the Downtown Millbrae Parking Study. An agreed-upon parking methodology will also ensure that the analysis addresses potential local concerns. As a starting point, we assume that parking occupancy will be collected for four days (combination of weekday and weekend) on both sides of the street, and will be collected for morning (7-9 AM), afternoon (11 AM – 2 PM), and evening (11PM-2 AM) periods. The parking analysis will also document locations of bicycle parking along the corridor.

Based on our experience conducting similar parking analyses for the East Bay Greenway Multimodal Project (San Leandro, unincorporated Alameda County, and Hayward), we recommend the following:

- Develop analysis zones or districts to account for “park once” conditions where people do not access a single destination
- As part of the evaluation of alternatives (Task 5), we will document areas where off-street parking is currently available adjacent to the corridor.

2.4 Draft Existing Conditions Report

Kittelson will prepare a draft existing conditions PowerPoint slide deck summarizing the results of the prior tasks. The slide deck will use infographics and tables to convey the findings in an easy-to-understand fashion.

Based on best practices from the E. 14th St./Mission Blvd. Corridor Project and the East Bay Greenway Multimodal Project, we propose that the existing conditions report include a brief (3-4 page) executive summary for use in presenting the project to groups such as BPACs, City Councils, and the C/CAG Board. The executive summary will also include a purpose and need statement.

2.5 Final Existing Conditions Report

Kittelson will prepare a final existing conditions PowerPoint slide deck based on comments from C/CAG and partner agencies. We assume one set of revisions based on consolidated

comments. In cases where conflicting comments are provided, Kittelson will work with C/CAG to identify the preferred resolution.

TASK 2 DELIVERABLES

1. Draft existing conditions PowerPoint slide deck and executive summary document
2. Final existing conditions PowerPoint slide deck and executive summary document
3. Project data files

TASK 3: DEVELOP AND EVALUATE ROADWAY CONCEPTS/ALTERNATIVES

3.1 Initial Alternatives Screening

Kittelson will identify project alternatives that address the project purpose and need as identified through the existing conditions analysis. Up to three quick-build alternatives will be identified; alternatives will build upon previously completed plans and proposed solutions such as a buffered bike lane. The alternatives will also account for “fatal flaw” criteria that should be avoided.

Based on best practices from the E. 14th St./Mission Blvd. Corridor Project, we propose the following:

- Dividing the corridor into segments by jurisdiction (i.e., San Bruno segment and Millbrae segment)
- Identification of areas requiring special attention in the development of alternatives (for example, the I-380 interchange)
- Documentation of alternatives that were discussed but not carried forward due to fatal flaws or inconsistency with project needs and goals

3.2 Cross-Section Concept Designs

Following the alternatives screening, the Kittelson team will prepare typical corridor cross-sections for three quick-build alternatives (i.e., three alternatives for the San Bruno segment and three alternatives for the Millbrae segment). This task will include the following components:

3.2a Roadway/Lane Configuration

As a first step in determining roadway and lane configurations for the alternatives, Kittelson will complete a travel demand analysis to estimate near-term future year volumes for the corridor and study area.

Kittelson regularly updates and applies the C/CAG travel model for studies in the El Camino Real corridor including recent city General Plans and Caltrans US 101 managed lane studies. Kittelson will first review the travel model network with Caltrans and city staff to ensure that potential traffic diversion routes are appropriately represented and will adjust the model as needed. The travel model will be used to generate the following information for No Project conditions and each of the three alternatives for the selected future year:

- Traffic volumes for daily, AM and PM peak hours
- Systemwide and corridor vehicle miles traveled (VMT) and vehicle hours traveled (VHT)
- Person trips by mode in the study area
- Maps displaying potential traffic volume diversions to alternative routes compared to No Project forecasts

The travel model can reasonably estimate changes in VMT due to traffic diversion but is not sensitive to potential mode shifts due to improvements in bicycle and pedestrian environments. Kittelson recommends that the VMT impacts of increased bicycle use be estimated using the California Air Resources Board (CARB) Benefits Calculator Tool for the Urban Greening Grant Program, which Kittelson has used successfully on other Complete Streets evaluation studies.

3.2b Traffic Operations Analysis

Kittelson will analyze traffic operations for signalized intersections along the El Camino Real corridor. Traffic operations will be evaluated for base year and near-term future year AM and PM peak hour conditions for No Project and three alternatives.

The traffic operations analysis will use the appropriate methodologies from the current Highway Capacity Manual for each study intersection. Signal timing information will be obtained from Caltrans (El Camino Real) or cities as appropriate.

The results of the traffic operations analysis will include:

- Intersection delays, volume/capacity ratios and level of service
- Corridor travel times
- Maximum (95th) percentile queues for each lane group

Kittelson will identify appropriate mitigation for alternatives with unacceptable traffic operations, such as excessive delays or queues, or large amounts of traffic diverting onto other streets.

Kittelson will document the traffic analysis findings as part of the technical memorandum summarizing the three alternatives. (A standalone traffic operations report is not assumed as part of this task.) The documentation will include:

- Existing and forecast traffic volumes
- Maps of potential traffic diversions for each alternative
- Systemwide performance measures including VMT and VHT
- Traffic operations at study intersections including delays and queues for base and future years
- Potential mitigation measures for unacceptable traffic conditions associated with the alternatives

3.2c Design Concepts

Kittelson will prepare design concepts in the following sequence:

- We will lay out the corridor over high-quality aerial imagery. We will request aerial imagery from the cities, but we have access to Nearmap and can use imagery provided by their database.
- We will overlay the available as-built drawings for roadways requested and obtained in Task 2 to identify available cross sectional width and any utility conflicts. Where as-built drawings are not available, we will trace existing curb lines to determine available curb-to-curb cross sectional width.
- We will determine with the cities, C/CAG, and Caltrans the desired standards and minimums for cross-section elements like lane widths, median widths, bikeways, on-street parking, and transit stops. We will document the desired and minimum standards at prototype locations.
- We will determine with the cities, C/CAG, and Caltrans the desired and acceptable intersection treatments
- We will proceed with developing prototypical cross sections based on land use and roadway context, plus available curb-to-curb width. During this step, we will note conflicts with existing raised medians.
- We will note all locations where available curb-to-curb width is not sufficient to meet project objectives and will verify potential conflicts behind the curb through a

field visit. Potential conflicts may include utility poles, trees, traffic signal poles and equipment, and fire hydrants.

- Where excess width is available (between curbs or behind them), we will note opportunities for green infrastructure.

The Kittelson team will coordinate between design and environmental teams to note potential environmental analysis implications of the design options. Where the project can be completed within existing curb-to-curb width, we will identify opportunities for installation with quick-build materials.

3.3 Preliminary Designs and Cost Estimates

Once stable cross-section alternatives have been developed, Kittelson will proceed to lay concepts out in plan view. We will identify space / right-of-way challenges at intersections and present those in a working meeting with the project team. We will document decisions made using a “comment tracker” to be submitted with the draft designs as a decision record.

For each segment (San Bruno and Millbrae), we will prepare a cross section for each alternative and two prototypical intersections (with bus stops). In this way, we as a project team can weigh the considerations and see how they may change along different portions of the corridor—without needing to prepare a full-length concept to do so.

Based on feedback from the C/CAG, the cities and Caltrans, we will lay out corridor concepts for the three alternatives for each segment (i.e., three concepts for the San Bruno segment and three concepts for the Millbrae segment).

Once the draft concept designs have been reviewed and accepted, we will prepare a preliminary construction cost estimate based on the preliminary design plans. Items of work in this task include: demolition, roadway concrete and asphalt concrete pavement, curb and gutter, sidewalk, driveways, and drainage structures. Unit costs will be obtained from the Caltrans Cost Data Book, recent bid information, and in conjunction with City staff. Allowances will be included for any items not completely defined and measurable for construction costs.

3.4 Technical Memo

Kittelson will evaluate the alternatives and summarize the results in a technical memo for C/CAG review. As a first step, Kittelson will define quantitative and qualitative evaluation criteria that address multimodal transportation and land use goals, in addition to cost and ease of implementation. The evaluation will also highlight tradeoffs associated with the alternatives.

Based on best practices from the East Bay Greenway Multimodal Project, we propose the following:

- Using community engagement activities to discuss tradeoffs and prioritize project goals
- Soliciting input from partner agencies regarding technical evaluation criteria

3.5 Posters or Information Fact Sheets

Kittelton will prepare informational posters or fact sheets to summarize the evaluation process. These materials will be used to solicit input on the analysis results.

TASK 3 DELIVERABLES

1. Technical memo summarizing the three near-term alternatives, including the initial screening and the traffic analysis findings
2. Planning-level cross sections and prototype intersections (including far side bus stops) for each alternative and segment
3. Preliminary 35% design of the corridor for the three near-term alternatives for each segment (San Bruno and Millbrae)
4. Planning-level cost estimate methodology memo
5. Planning-level cost estimate for each alternative
6. Alternatives scoring and summary matrix
7. Draft technical memo with project list and comparison matrix
8. Final technical memo with project list and comparison matrix
9. Posters or informational fact sheets summarizing each alternative

TASK 4: ENVIRONMENTAL STUDIES AND DOCUMENTATION

Circlepoint will work with Kittelson to gather relevant environmental data and examine previous studies and other available files, exhibits, maps, and reference documents for the corridor. Upon review of the information, as well as the California Environmental Quality Act (CEQA) Guidelines and National Environmental Policy Act (NEPA) regulations, we will recommend the appropriate level of CEQA and NEPA environmental analysis for in a technical memorandum.

TASK 4 DELIVERABLES

1. Draft environmental analysis technical memorandum
2. Final environmental analysis technical memorandum

TASK 5: COMPARATIVE ANALYSIS AND SELECTION OF PREFERRED ALTERNATIVE

Based on the results of the project evaluation, Kittelson will work with C/CAG and partner agencies to identify a preferred alternative. The preferred alternative will reflect modifications based on community and partner agency input. Documentation of the preferred alternative will highlight the anticipated benefits, tradeoffs, and potential mitigations, implementation plan, and potential funding sources.

TASK 5 DELIVERABLES

1. Draft Comparative Analysis Report
2. Final Comparative Analysis Report

TASK 6: PUBLIC OUTREACH AND STAKEHOLDER PARTICIPATION

6.1 Development of a Communications & Community Engagement Plan/Communications Memo (Outreach Plan)

Circlepoint will work closely with the project team to develop a Communications and Community Engagement Memorandum that further defines the key goals, objectives, and desired outcomes for stakeholder engagement; identifies target audiences, tailored messaging, communications tools designed to engage people “where they are;” and provides a detailed implementation plan that aligns with the development of the Study.

The outreach plan will also identify potential community-based organization (CBO) partners and targeted community organizations and will outline approaches for multi-cultural and multi-lingual communications. CBOs would be engaged to perform the following tasks:

- Provide input on Draft Community Engagement Plan (including target audiences, messages, communications tools and forums)
- Support in distributing the approved communications toolkit (Task 6.2) to community members/listservs

- Participate in and/or co-facilitate pop-up events and support logistics for public meetings

6.2 Development of Communications Toolkit and Website Content for CCAG, Millbrae and Burlingame and other Partner Agencies (includes ADA Compliance)

As we did for the C/CAG LRSP, Circlepoint will develop content for C/CAG's and partner agency websites, social media platforms, e-newsletter, and other existing communications channels. The approved content is prepared as part of a communications toolkit, which will also include an approved press release(s), a project fact sheet, online surveys, and other materials that can be posted and distributed by CCAG, partner agencies, as well as key stakeholder groups, including the BPACs and CBO and community partners, pending C/CAG's consent. In this way, the communications toolkit can broaden the level of public outreach and engagement.

The toolkit will also include surveys and other informational materials in multiple languages, including Simplified and Traditional Chinese, Spanish and Tagalog.

6.3 Pop-Up Events

Circlepoint will work closely with C/CAG, stakeholders and partner agencies to identify potential locations and events coinciding with key project milestones. We will plan for and conduct two-pop-ups, and local CBO partners may be engaged to co-facilitate the pop-up events. We propose that the two pop-ups occur in advance of Community Meetings #1 and #2 as a way to promote those events.

6.4 Stakeholder List

Circlepoint will create a stakeholder list with initial input from recent and ongoing outreach efforts as provided by C/CAG, the Cities, key stakeholder groups, including the BPACs, and other sources. Circlepoint will periodically update the list with new contacts gathered at stakeholder and public outreach events.

6.5 Community Meetings (In-Person/Hybrid)

Circlepoint will work closely with the project team to plan, facilitate and document three community meetings. We will work with the project team to determine the most effective meeting formats and forums. For in-person meetings, we assume that C/CAG will secure the meeting venue. For each meeting, Circlepoint's responsibilities will include meeting agendas, logistics plans, dry runs, meeting facilitation (if needed), meeting summaries. Circlepoint will work with translation/interpretation vendors and CBO partners to provide simultaneous interpretation in up to four languages (Cantonese, Mandarin, Spanish, and Tagalog).

6.6 Business-Focused Listening Sessions

Circlepoint will leverage its recent experience supporting outreach to businesses and storefronts along the San Pablo Avenue corridor to solicit input from businesses along the corridor. We envision two listening sessions (ideally towards the beginning of the project) to identify specific concerns related to parking, business access, and other considerations.

6.7 Agency Staff Coordination Meetings

Kittelson will plan for and support agency coordination meetings aligning with key decision points. At a minimum, agency coordination will include the Cities of San Bruno and Millbrae, SMCTA, Caltrans, BART, and Caltrain, with other agency partners to be identified through coordination with C/CAG. Based on prior experience with similar projects, we have found that a combination of Technical Advisory Committee (TAC) meetings plus one-on-one agency meetings is most efficient and effective in achieving buy-in and resolving specific issues that may arise.

6.8 Agency Presentations

Kittelson will plan for and present project updates to agency elected and appointed bodies, including the C/CAG BPAC, Millbrae and San Bruno City Councils or Bike and Pedestrian Committees, and the C/CAG Board. The timing of presentations will be defined as part of the project schedule.

TASK 6 DELIVERABLES

1. Draft & Final Communications Plan
2. Communications toolkit
3. Community engagement summary for each phase (3)
4. Pop-up events (2)
5. Stakeholder mailing list
6. Community meetings (3)
7. Business listening sessions (2)
8. Agency staff coordination meetings (4 TAC and 4 one-on-one meetings)
9. Agency presentations (3 BPAC, 6 City Council/City BPAC, two C/CAG Board)

TASK 7: DRAFT AND FINAL PLAN

7.1 Draft Plan

Based on the prior deliverables and feedback received on the final concepts, the Kittelson team will prepare a plan document that summarizes the project process and recommendations. The plan will utilize the materials prepared in previous tasks and will represent all relevant project activities and deliverables for the corridor. We anticipate the draft plan will undergo two rounds of review: first by C/CAG staff and then by partner agency staff.

7.2 Draft Final Plan

Based on a consolidated set of comments, Kittelson will update the draft plan consistent with the feedback received and prepare a draft final plan and executive summary. The draft final plan will be submitted to appointed and elected bodies such as the C/CAG BPAC, City Bike and Pedestrian Committees, and City Councils for review and comment.

Presentations to these bodies are included under Task 6.

7.3 Final Plan and Executive Summary

Kittelson will review the comments received on the draft final plan and will update the document consistent with the feedback to develop a final plan. Concurrent with the preparation of the final plan, we will develop a graphic-intensive executive summary. The final plan will be presented to the C/CAG Board for review and approval. The presentation to the C/CAG Board is included under Task 6.

TASK 7 DELIVERABLES

1. Draft Plan

2. Draft Final Plan

3. Final Plan and Executive Summary

Exhibit B

Project Budget and Schedule

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

- time and materials, deliverables, or percentage of deliverables completed

Under no circumstances shall the amount paid by C/CAG to Consultant exceed \$760,000. Consultant shall provide C/CAG with a written itemized invoice monthly that allows C/CAG to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specific work completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Remit invoices to:

Attn: Audrey Shiramizu

Email: ashiramizu@smcgov.org

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

555 County Center, 5th Floor

Redwood City, CA 94063

Payment will be made within 30 days of receipt of an acceptable invoice. C/CAG shall have the right to withhold payment if C/CAG determines the quantity and/or quality of the work performed is unacceptable.

Exhibit C

Key Personnel Assignments

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