

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND TRANSPOR GROUP USA, 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 Transpo Group USA, Inc. (“Consultant”) (together the “Parties”) on January 16, 2026.

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 providing grant development services for the BUILD grants program; and

The purpose of the grant development is to apply for funds to implement a countywide safety initiative project; 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 \$49,000; and

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 forty nine thousand dollars (\$49,000). 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 January 16, 2026 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) 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 pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers’ Compensation and Employer’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) Comprehensive 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 any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, 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:

Transpo Group USA Inc.
12131 113th Avenue NE, Ste 203, Kirkland, WA 98034
Attention: Mark Jensen
Email: mark.jensen@transpogroup.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.

Transpo Group USA, Inc. (Consultant)

By  _____
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2/9/2026

Date

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

By  _____
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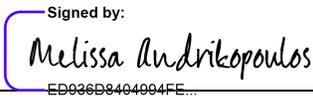
2/9/2026

Sean Charpentier

Date

C/CAG Executive Director

C/CAG Legal Counsel

By  _____
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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:

Scope of Services

Transpo Group USA, Inc. (CONSULTANT) will provide grant development services to the City/County Association of Governments (C/CAG) of San Mateo County for the FY 2026 BUILD grants program.

Task 01—Project Management and Coordination

The CONSULTANT will coordinate with C/CAG on a regular basis – weekly, at a minimum – throughout the duration of the project. The coordination will address project scope/status, budget, schedule, data/information needs, stakeholder meetings if needed, and general project coordination/delivery amongst the project team. Primary coordination efforts will be via Teams meetings, telephone calls, and email, as appropriate. A project OneDrive folder will be established by the CONSULTANT for document uploading and sharing.

Task 02—Concept Development

The CONSULTANT will work closely with C/CAG to define the concept and project elements for the FY 2026 BUILD grant application. The approach is expected to include the following:

- Develop up to three preliminary project alternatives. This is anticipated to involve brief (approximately half-page to one-page) narratives describing the project elements and locations, member agencies involved, expected high-level benefits and costs, alignment with BUILD grant Merit Criteria, and alignment with the Countywide Local Road Safety Plan (LRSP)/High Injury Network (HIN).
- Conduct a virtual workshop with C/CAG to review and select a preferred project alternative to proceed with in Task 03.

The CONSULTANT understands that C/CAG desires a countywide project that leverages work already completed as part of the Countywide LRSP and Safe Routes to School (SRTS) HIN Report, targeting priority locations already identified in these documents. Ideally, the BUILD project would include project elements at each of C/CAG's 21 member agencies.

A potential project location that could be further evaluated and defined under this Task may include the El Camino Real (SR 82) corridor. C/CAG had already identified this as a corridor of interest for deploying Emergency Vehicle Preemption (EVP), which could complement the existing EMTRAC Transit Signal Priority (TSP) system used by SamTrans along the corridor. This could also serve regional interoperability as well for both EVP and TSP – given that the two systems are closely related – and nearby agencies like Palo Alto, San Jose, and Fremont recently deployed cloud-based TSP systems.

The El Camino Real corridor spans most (13 out of 21) of C/CAG's member agencies, covers 23.5 miles that represent ~10% of both the pedestrian and bicyclist HINs and ~23% of the motor vehicle HIN, and has the highest Max 1/2 Mile Crash Severity Score. Additionally, the El Camino Real corridor appears several times in the SRTS HIN Report's Countywide Top Combined Safety Priority Corridors, with segments spanning Redwood City, San Bruno, and Millbrae, underscoring the potential safety benefits a BUILD project along this corridor could have on both motor vehicles and the County's most vulnerable road users. A specific focus could be on intersection and mid-block safety for pedestrians and bicyclists; for example, multimodal detection systems and dynamic no turn on red signage could be installed and integrated with the traffic signal controller to provide real-time safety interventions at signalized intersections.

These sensors can also collect a wealth of data, including vehicle and non-motorized user counts and speeds, near-miss events and severity, and more. This information could then be integrated into a dashboard, from which additional insights can be drawn so that additional targeted improvements can be planned and implemented using a data-driven approach.

Task 03—Grant Development

The CONSULTANT will lead the development of C/CAG’s FY 2026 BUILD grant application, based on the concept developed in Task 02. This includes drafting and compiling the required grant application files, with regular check-ins and review from C/CAG. Required content for the grant application includes the following files, as described in Section D of the Notice of Funding Opportunity (NOFO):

- SF-424
 - *C/CAG to provide final signature.*
- SF-LLL
 - *C/CAG to provide final signature.*
- Key Information Questions
- Project Description (5 pages max.)
- Project Location File (Shapefile/KML/KMZ format)
- Project Budget (5 pages max.)
- Funding Commitment Documentation
 - *C/CAG to provide.*
- Merit Criteria (15 pages max.)
- Project Readiness (5 pages max.)
- Benefit-Cost Analysis Narrative
- Benefit-Cost Analysis Calculations (Excel format)
- Letters of Support
 - *CONSULTANT to draft. C/CAG to distribute for signatures.*

C/CAG will be responsible for the online submission of the grant application to USDOT via Valid Eval (https://usg.valideval.com/teams/usdot_build_2026_capital/signup), including creating an account and obtaining a Unique Entity Identifier (UEI) from [SAM.gov](https://sam.gov), as needed.

The CONSULTANT will prepare the grant application to the Draft and Final completion levels. The CONSULTANT will apply its Creative Services staff to develop graphics and formatting for the document. Given the condensed schedule associated with the due date for the grant submittal, the CONSULTANT intends for this to be an iterative process, with draft sections being made available to C/CAG as they are ready. Once C/CAG comments are received on the draft sections, the CONSULTANT will review, respond to, and address these comments, which will be reflected in the final grant application package. Refer to the Schedule section for additional details.

Task 04—Additional Grant Development Support (As-Needed)

The CONSULTANT will assist C/CAG with additional grant development support services, as needed. This assistance may include modifying the FY 2026 BUILD for other grant program funding opportunities, such as the FY 2026 SS4A. Additional grant development support services will be provided up to the hours identified in the fee estimate.

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 and subject to the rates and budget set forth in the attached Cost Proposal:

- Deliverables, monthly invoice

Under no circumstances shall the amount paid by C/CAG to Consultant exceed \$49,000. 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:

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

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.

Consultant will complete the scope of work pursuant to the attached Cost Proposal and Project Delivery Schedule.

COST PROPOSAL

Number / Project Name
1.26003.PR - C/CAG FY26 BUILD Grant Development

Billing rates are effective from June 28, 2025 through June 26, 2026, within the ranges shown in the attachment.
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	PIC	Grant Develop. Lead	Grant Develop.	QA/QC	GIS	Graphics	Project Admin
initials	MJ	JKHC	BA3	KT	NEJ	IMR	AMC
labor category	Prin L7	Eng L5	Anyl L3	Eng L6	Tech L4	PA L4	PA L5
cost rate	\$350.00	\$215.00	\$155.00	\$235.00	\$160.00	\$175.00	\$200.00

Labor:

	Work Task							Hours	Cost	
1	Task 01 - Project Management							0	\$0	
2	Project Coordination & Weekly Check-In Meetings	6	6					13	\$3,590	
3								0	\$0	
4	Task 02 - Concept Development							0	\$0	
5	Develop Project Alternatives	1	6	12	2			21	\$3,970	
6	Project Alternatives Workshop	1	2	2	1			6	\$1,325	
7								0	\$0	
8	Task 03 - Grant Development							0	\$0	
9	Develop Draft Grant Application Package						8	8	\$1,400	
10	SF-424			1				1	\$155	
11	SF-LLL			1				1	\$155	
12	Key Information Questions			2				2	\$310	
13	Project Description		2	4	2			8	\$1,520	
14	Project Location File					2		2	\$320	
15	Project Budget	1	8	16	2			27	\$5,020	
16	Funding Commitment Documentation							0	\$0	
17	Merit Criteria	1	8	16	2			27	\$5,020	
18	Project Readiness	1	8	16	2			27	\$5,020	
19	Benefit-Cost Analysis Narrative	1	4	16	2			23	\$4,160	
20	Benefit-Cost Analysis Calculations		2	8				10	\$1,670	
21	Letters of Support	2						2	\$700	
22	Finalize Grant Application Package	1	2				4	9	\$1,950	
23								0	\$0	
24	Task 04 - Additional Grant Development Support (As-Needed)							0	\$0	
25	Additional Grant Development Support	8	16	16	8	2	9	1	60	\$12,695
26								0	\$0	
27								0	\$0	
28								0	\$0	
29								0	\$0	
30								0	\$0	
31								0	\$0	
Total Hours		23	64	110	23	4	21	2	247	
Labor Costs		\$8,050	\$13,760	\$17,050	\$5,405	\$640	\$3,675	\$400		\$48,980

Reimbursable Expenses:

Item	Reimb. Cost
1 Application	
2 Business Meals	
3 Mileage	
4 Miscellaneous	
5 Models/Renderings/Photos	
6 Parking	
7 Records Filing	
8 Registrations	
9 Reproductions	
10 Shipping/Courier	
11 Specialty Software	
12 Supplies	
13 Traffic Accident Data	
14 Traffic Count Vendors	
15 Travel, Hotel, Taxi, & Air Fare	
Sub Total	\$0
Total (Cost + 10 percent)	\$0

Subconsultants:

Firm	Subs. Cost
1 Subconsultant A	
2 Subconsultant B	
3 Subconsultant C	
4 Subconsultant D	
5 Subconsultant E	
Sub Total	\$0
Total (Cost + 10 percent)	\$0

TOTAL ESTIMATE \$48,980

Exhibit C

KEY PERSONNEL ASSIGNMENTS



Mark Jensen
Principal-In-Charge
Project Availability: 20%

Mark is a technology development leader with over 35 years of experience specializing in the conceptualization, planning, development, and implementation of ITS under USDOT-funded grant programs including ATCMTD, BUILD, CMAQ, SMART, and SS4A, as well as supporting test programs for USDOT, such as the ITS4US-CompleteTrip and CV demos. In addition to the projects listed below, he has also led grant development efforts including: the \$10M BUILD-funded Las Vegas GoMED AV Shuttle and CV2X Pedestrian Safety project; the \$6M ATCMTD-funded freight ITS implementation project in LA; and the \$13M ATCMTD-funded Port of Oakland ITS project. His grant funding efforts have achieved a success rate of over 80% over the last decade.



Justin Chan, PE
Grant Development Lead
Project Availability: 35%

Justin is an ITS engineer with over 11 years of experience delivering traffic signal and ITS improvement projects, from early systems engineering through PS&E development, procurement, implementation, and performance evaluation. Justin has led several grant applications under USDOT-funded programs like SMART, SS4A, and CMAQ. Justin's strength lies in aligning advanced technology solutions with agency goals and community needs, ensuring that systems are thoughtfully planned, rigorously implemented, and measurably effective. Some recent examples of his work include piloting and evaluating a cloud-based EVP system in Tempe, AZ and evaluating multimodal detection systems for VRU safety applications at signalized intersections in Bellevue, WA and Nampa, ID.



Bahar Azin, Ph.D.
Grant Development Support
Project Availability: 50%

Bahar is a transportation engineer and data systems specialist focusing on TSMO, ITS, and data-driven decision support for multimodal and freight applications. Her expertise bridges analytics, architecture design, and operational planning to help agencies apply emerging technologies, such as connected vehicle data, predictive algorithms, and real-time information systems, to optimize system performance, safety, and reliability. Bahar's work spans research and implementation across local, state, and national levels, where she translates complex data and system architectures into actionable operational frameworks and planning tools.



Karl Typolt, PE
QA/QC & Grant Processes Advisor
Project Availability: 25%

Karl is a transportation systems engineer with over 16 years of experience in ITS planning, traffic signal design and operations, and advanced signal control technologies like TSP and multimodal detection. He specializes in helping public agencies deploy cost-effective, scalable technology solutions that enhance multimodal safety and performance. Karl leads several USDOT-funded ITS projects, including an SS4A demonstration project in Nampa, ID and a SMART Stage 1 project in Bellevue, WA, and works closely with FHWA to meet federal reporting and deliverable requirements.