THIS PRINT COVERS CALENDAR ITEM NO.: 10.3

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Streets

BRIEF DESCRIPTION:
Authorizing the Director of Transportation to execute two contracts for as-needed transportation planning, design, and traffic engineering services and transportation analysis and documentation services with TDG Engineering, Inc. (Contract No. SFMTA-2026-40-LOC) and Fehr & Peers (Contract No. SFMTA-2026-41-LOC), each contract not to exceed $4,900,000 and a fifty-nine-month term.

SUMMARY:
- The mission of the SFMTA's Streets Division is to plan, design, implement, and maintain the city's transportation infrastructure and regulations to support San Francisco's mobility needs as the city changes and grows.
- The Streets Division requires the assistance of consulting resources to deliver multi-modal transportation planning, engineering and operational improvement projects in a timely and effective manner.
- The consultant services will generally include California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review, transportation planning, design, and traffic engineering services and transportation analysis and documentation services, data collection and analytics.
- The SFMTA issued the Request for Proposals (RFP) No. SFMTA-2025-52_LOC on December 9, 2025.
- TDG Engineering, Inc. and Fehr & Peers were the two responsive proposers for the locally funded contracts.
- The SFMTA's Equal Employment Opportunity office has confirmed the scoring and the proposers' commitment for meeting the respective 27 percent LBE participation goal for each of the proposed two contracts.
- On February 3, 2025, the Civil Service Commission approved these contracts pursuant to PSC request No. DHRPSC0004843.

ENCLOSURES:
1. SFMTAB Resolution
2. Contract with TDG Engineering, Inc.
3. Contract with Fehr & Peers

APPROVALS: **DATE**

DIRECTOR Viktoriya Wise November 25, 2026

SECRETARY November 25, 2026

ASSIGNED SFMTAB CALENDAR DATE: December 1, 2026

PURPOSE

The purpose of this calendar item is to authorize the Director of Transportation to execute two contracts for as-needed transportation planning, design, and traffic engineering services and transportation analysis and documentation services with TDG Engineering, Inc. (Contract No. SFMTA-2026-40-LOC) and Fehr & Peers (Contract No. SFMTA-2026-41-LOC), each contract not to exceed $4,900,000 and a fifty-nine-month term.

TRANSIT FIRST POLICY PRINCIPLES

This item will support the following Transit First Policy Principles:

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
4. Transit-priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles (including taxis and vanpools) and to improve pedestrian safety.
5. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.
6. Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bicycle parking.

DESCRIPTION

The mission of the SFMTA's Streets Division is to plan, design, implement, and maintain the city's transportation infrastructure and regulations to support San Francisco's mobility needs as the city changes and grows. The Streets Division requires the assistance of consulting resources to deliver multi-modal transportation planning, engineering and operational improvement projects in a timely and effective manner.

The purpose of the two as-needed contracts is to provide transportation planning, design, and traffic engineering services and transportation analysis and documentation services to deliver projects and service improvements. Specifically, the SFMTA can utilize consultant resources to help plan, design and evaluate projects.

Such projects and studies supported by previous on-call contracts include Safe Streets Evaluation Data Collection, Embarcadero Design Support, Bayview Multimodal Community Corridor Outreach

and Engineering Support, Slow Streets Planning and Outreach Support, Tenderloin Community Safe Streets Project NEPA Section 106 Studies, Annual Citywide Bicycle Count, and Valencia Long Term Bikeway Traffic and Circulation Study.

The SFMTA's Streets Division provides multi-modal transportation planning, engineering, and operational improvements to San Francisco's transportation system to support sustainable community and economic development. The Division closely coordinates the planning, design, engineering, and
construction of roadway improvements, including transit, bicycle, pedestrian, traffic calming, motor vehicle, parking and taxi facilities, to meet the goals and objectives of the City's Street Safety Initiative, MUNI Forward, the Transit First Policy and the Complete Streets policy.

To effectively lead and facilitate delivery of numerous SFMTA projects, the Division requires the assistance of consultants to perform environmental analysis and documentation services, transportation analysis and engineering services, and transportation data collection and analytics. This work includes proposing and evaluating physical design improvements for street and parking projects, recommending traffic improvements, and performing surveys, counts, and research.

The SFMTA issued an RFP on December 9, 2025, to select up to two firms and for two fifty-nine-month contracts with no option to extend the contracts after their expiration.

To encourage the consultants to subcontract with smaller, local vendors, each contract has a target participation goal for LBE. The subconsultant participation goal for each contract represents a percentage of the contract value based on the total cost of Task Orders issued. The SFMTA Contract Compliance Office monitors the value of Task Orders issued for each contract and approves an individual participation goal for each Task Order at the time of issuance. The participation goal, or value, set for each Task Order is then measured against the overall goal set for the contract.

The table below identifies the funding source for each contract, the number and names of firms that submitted proposals responding to the RFP, and the applicable LBE participation goal.

Fund Source	**Date RFP Issued**	**Number of Responsive Proposals Received**	**Participation Goal**
LOCAL	12/9/2025	2 (TDG Engineering, Inc. and Fehr & Peers)	LBE: 27%

The RFP resulted in two proposals that were responsive to the RFP, proposals from TDG Engineering Inc. Fehr & Peers.

Staff successfully concluded contract negotiations with TDG Engineering, Inc. and Fehr & Peers. These firms will be the prime consultants and will be supported by a wide array of subconsultants. Each prime consultant and its respective subconsultant team are listed below.

TDG Engineering, Inc. (Prime Consultant)	**Fehr & Peers (Prime Consultant)**
Advant Consulting	AGS, Inc.
Arup	Alta Planning + Design
En2action	Applied Technology & Science, A-T-S
Ewald & Wasserman Research	Corey, Canapary & Galanis
Sertior	City ID
Kittelson & Associates, Inc.	Civic Edge Consulting
SITELAB urban studio	Fall Line Analytics
Civic Edge Consulting	HNTB
VerPlanck Historic Preservation	ICF Environmental, Inc.
Consulting	InterEthnica
Quality Counts	Jarret Walker & Associates
	Lowercase Productions
	M Lee Corporation
	MSA Design & Consulting, Inc.
	Nelson\Nygaard
	Sertior
	SITELAB Urban Studio
	Telamon Engineering Consultants, Inc.

The SFMTA, through the Director or designees, will issue task orders to the consultants to perform the as-needed transportation and documentation services.

In certain circumstances, task orders may be issued following a request for competitive bids from each of the consultants. The Director or their designees will select the preferred bid based on a determination of the bid with the best value. No single consultant is guaranteed assignment of task orders under their contract.

The two contracts to be awarded are:

Contract Number	Type of Funding	Not to Exceed Amount	Firm name
SFMTA – 2026 – 40	LOCAL	$4,900,000	TDG Engineering, Inc.
SFMTA – 2026 – 41	LOCAL	$4,900,000	Fehr & Peers

The two contracts would be for a total not-to-exceed $9,800,000 and terms are not to exceed fifty-nine months.

STAKEHOLDER ENGAGEMENT

No outreach was required for the award of these contracts. However, the International Federation of Professional and Technical Engineers, Local 21 was notified on December 27, 2024, as part of the Department of Human Resources approval process.

ALTERNATIVES CONSIDERED

The alternative to the local-funded as-needed services provided under the two contracts is for SFMTA to provide environmental and transportation analysis and documentation using existing resources available within the Agency and procure additional services separately for individual projects. This approach does not support the SFMTA's goal to deliver projects in a timely and effective manner, because contracting for individual projects requires additional time and can be challenging for relatively small projects, particularly when such projects require immediate attention.

FUNDING IMPACT

The two contracts will be funded on an as needed basis with operating or capital funds, consistent with the work performed. The Agency will issue task orders consistent with operating and capital project funding.

ENVIRONMENTAL REVIEW

On October 20, 2026, the SFMTA, under authority delegated by the San Francisco Planning Department, determined that the contracts for as-needed environmental and transportation analysis and documentation services are not defined as a "project" under the CEQA pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

At its February 3, 2025, meeting, the Civil Services Commission approved Personnel Services Contract (PSC) request DHRPSC0004843 for $9,800,000 in connection with these two contracts. The City Attorney's Office has reviewed the contracts, and there are no other approvals required.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute two contracts for as-needed transportation planning, design, and traffic engineering services and transportation analysis and documentation services with TDG Engineering, Inc. (Contract No. SFMTA-2026-40-LOC) and Fehr & Peers (Contract No. SFMTA-2026-41-LOC), each contract not to exceed $4,900,000 and a fifty-nine-month term.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The mission of the SFMTA's Streets Division is to plan, design, implement, and maintain the city's transportation infrastructure and regulations to support San Francisco's mobility needs as the city changes and grows; and,

WHEREAS, The Streets Division requires the assistance of consulting resources to deliver multi-modal transportation planning, engineering and operational improvement projects in a timely and effective manner; and,

WHEREAS, The consultant services will generally include California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review, transportation planning, design, and traffic engineering services and transportation analysis and documentation services, data collection and analytics; and,

WHEREAS, The SFMTA issued the Request for Proposals (RFP) No. SFMTA-2025-52_LOC on December 9, 2025; and,

WHEREAS, TDG Engineering, Inc. and Fehr & Peers were the two responsive proposers for the locally funded contracts; and,

WHEREAS, The SFMTA's Equal Employment Opportunity office has confirmed the scoring and the proposers' commitment for meeting the respective 27 percent LBE participation goal for each of the proposed two contracts; and,

WHEREAS, On February 3, 2025, the Civil Service Commission approved these contracts pursuant to PSC request No. DHRPSC0004843; and,

WHEREAS, On October 20, 2026, the SFMTA, under authority delegated by the Planning Department, determined that the As-Needed Environmental and Transportation Analysis and Documentation Services contract is not defined as a "project" under CEQA pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; now therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute two contracts for as-needed transportation planning, design, and traffic engineering services and transportation analysis

and documentation services with TDG Engineering, Inc. (Contract No. SFMTA-2026-40-LOC) and Fehr & Peers (Contract No. SFMTA-2026-41-LOC), each contract not to exceed $4,900,000 and a fifty-nine-month term.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of December 1, 2026.

_____

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and

TDG Engineering, Inc.

Contract No. SFMTA-2026-40-LOC

As-Needed Transportation Planning, Design, and Traffic Engineering Services and Transportation Analysis and Documentation Services

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City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and TDG Engineering, Inc. Contract No. SFMTA-2026-40-LOC

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between TDG Engineering, Inc. (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to contract as-needed transportation planning, design, and traffic engineering services and transportation analysis and documentation services to support San Francisco sustainable community and economic development from Contractor.

B. Contractor represents and warrants that it is qualified to perform the Services required by the SFMTA as set forth under this Agreement.

C. Contractor was competitively selected pursuant to a Request for Proposals (RFP) entitled SFMTA-2025-52-LOC: As-Needed Transportation Planning, Design, and Traffic Engineering Services and Transportation Analysis and Documentation Services issued through Sourcing Event ID: SFGOV-0000011347.

D. The Local Business Enterprise (LBE) subcontracting participation requirement established for this project is 20%. Contractor has committed 27% of LBE(s) under this Agreement.

E. Approval for the Agreement was obtained on February 3, 2025, from the Civil Service Commission under PSC number DHRPSC0004834 which authorizes the award of multiple agreements, the total value of which cannot exceed $9,800,000 and the individual duration of which cannot exceed 59 months.

Now, THEREFORE, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement. Where any word or phrase defined below, or a pronoun in place of the word or phrase, is used in any part of this Agreement, it shall have the meaning set forth below:

1.1 "**Agreement**" means this contract document, including all attached Appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 "**Appendices**" means the appendices listed in Article 14 (Appendices) herein.

1.3 "**Artificial Intelligence**" or "**Artificial Intelligence Model**" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.4 "**Artificial Intelligence System**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.5 **"Award"** means notification from the SFMTA to Contractor of acceptance of Contractor's Proposal, subject to the execution and approval of a satisfactory Contract and bond to secure the performance of the Contract, and to such other conditions as may be specified or otherwise required by law.

1.6 "**CCO**" means the SFMTA Contract Compliance Office.

1.7 "**City**" or "**the City**" means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency.

1.8 "**City Data**" means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

1.9 "**CMD**" means the Contract Monitoring Division of the City.

1.10 "**Confidential Information**" means confidential City information including, but not limited to, personal identifiable information (PII), protected health information (PHI), or individual financial information (collectively, Proprietary or Confidential Information) that is subject to local, state or federal laws restricting the use and disclosure of such information Confidential Information includes, without limitation, City Data.

1.11 "**Contractor**" means TDG Engineering, Inc., One Inventa Place, West Tower, Suite 950, Silver Spring, MD 20910.

1.12 "Controller" means the Controller of the City.

1.13 "**Day**" (whether or not capitalized) means a calendar day, unless otherwise designated.

1.14 "**Deliverable Data**" means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.15 "**Deliverables**" means Contractor's or its subcontractors' work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.16 "**Effective Date**" means the date the Director of Transportation executes the Contract.

1.17 "**Generative Artificial Intelligence**" means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence's training data.

1.18 "**Local Business Enterprise**" or "**LBE**" means a business that is certified as a micro or small LBE under Section 14B.3 of the San Francisco Administrative Code.

1.19 "**Mandatory City Requirements**" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.20 "Notice to Proceed" means written notice to the Contractor of the date on which it shall begin prosecution of the work to be done under the Contract.

1.21 "**Party**" and "**Parties**" means the City and Contractor either individually or collectively.

1.22 "**Project Manager**" means the project manager assigned to the Contract for the SFMTA, or his or her designated agent.

1.23 "Personal Identifiable Information (PII)" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.24 "**San Francisco Municipal Transportation Agency**" or "**SFMTA**" means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIIIA of the City's Charter.

1.25 "**Services**" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.26 **"Task Order**" means a written directive from the SFMTA to the Contractor to perform specified work, issued under the procedures described in Section 4.3 below.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and expire in four years and six months, unless earlier terminated as otherwise provided herein.

2.2 **Reserved. (Option to Extend)**

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. The City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

3.2 **Authorization to Commence Work**. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a

purchase order, Task Order or notice to proceed. Such authorization may be for a partial or full scope of services.

3.3 Compensation

3.3.1 Calculation of Task Order Compensation and Contract Not to Exceed Amount. The SFMTA will pay Contractor on a task-order basis for Services it performs under this Agreement. The total amount of the Task Orders awarded under this Agreement shall not exceed **Four Million Nine Hundred Thousand Dollars ($4,900,000)**. The City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement. Contractor's compensation for the Services it performs under Task Orders shall be based on either: (a) a negotiated lump-sum price (that includes all direct hourly labor rates, overhead, profit, and all other costs) for the Task Order; or (b) a negotiated number of hours per Task Order subject to a total not to exceed amount (using the hourly labor rates set forth in Appendix B (Calculation of Charges) plus a fixed profit and, if applicable, subcontractor markup negotiated in accordance with Appendix B). The City may withhold a portion of payment as a reasonable retention until the conclusion of the Task Order. Contractor's compensation for Task Orders shall be based on the following:

(a) Direct Hourly Labor Rates. The direct hourly labor rates in Appendix B are fixed, negotiated rates and shall not change for the first 12 months after the Effective Date of this Agreement. Thereafter, during the term of this Agreement, Contractor may request to escalate these rates based on the annual percentage change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area (CPI-U). No direct hourly labor rate may be increased without prior written approval of the SFMTA. Contractor must request any escalation of these direct hourly labor rates no later than 30 Days before the anniversary of the Effective Date of this Agreement, and failure to timely do so may result in a denial of the request. Any requests for escalation of direct hourly labor rates based on CPI-U must include evidence of the change in the CPI-U, evidence of payroll documentation, and an updated Appendix B for the SFMTA's approval. The SFMTA will review all requests for escalation of fees within 30 Days of receipt and notify Contractor of either an approval or denial. If approved, the new rates will become effective as of the date that a contract modification is executed, but no earlier than the anniversary of the Effective Date of this Agreement. In no event will the start of the new rates be backdated. Subsequent requests for rate escalations will not be accepted for review until 10 months after the most recent prior rate escalation, and will not become effective until at least one year after the most recent prior rate escalation.

(b) Overhead Rates

(i) The overhead rates in Appendix B shall be billed at that level until 12 months after the Effective Date of this Agreement. Thereafter, during the term of this Agreement, the overhead rates may be adjusted annually with prior written approval from the SFMTA and will be effective as of the date that a contract modification is executed.

(ii) The overhead rates in Appendix B, including any adjustment to such rates as provided for above, are subject to readjustment as described in this paragraph. Within 180 Days of the end of Contractor's fiscal year that immediately follows the expiration or any earlier termination of this Agreement, Contractor shall submit Contractor's and all subcontractors' actual rates during the term of this Agreement to the Project Manager. For each rate paid to Contractor that exceeds Contractor's or any subcontractor's actual rate, Contractor shall reimburse to the City the total difference between the rate paid and Contractor's or subcontractor's actual rate during the term of this Agreement. Contractor shall reimburse City within 30 Days of written notice from City seeking reimbursement. For each actual overhead rate of Contractor or subcontractor that exceeds the rate paid to Contractor, City shall pay to Contractor the difference between the actual rate and the rate paid during the term of the Agreement. City shall reimburse Contractor within 60 Days of City's receipt of all of Contractor's actual rates. Nothing in this paragraph shall limit City's right to audit and inspect Contractor's rates as provided above.

(c) Profit

(i) The Parties shall negotiate a profit as a lump sum amount for each Task Order. It is understood and agreed that the profit is a fixed amount that cannot be exceeded because of any differences between the estimated number of hours required to perform the Services in a Task Order and the actual number of hours required to perform the work . In no event shall payments to the Contractor exceed the total amount of the Task Order. The SFMTA may approve an increase in the profit only if such increase is required due to an increase in the Services or to additional work that increases the Services. The profit shall not be increased for Contractor's additional level of effort to complete the Services. It is further understood and agreed that the profit is only due and payable for Task Order work for which the SFMTA has given notice to proceed and for which the Contractor has satisfactorily completed.

(ii) The profit will be prorated and paid monthly in proportion to the Services satisfactorily completed, or based on milestones described in the Task Order. Where profit is paid on a monthly basis, a payment for an individual month shall include that approved portion of the profit allocable to the Task Order work satisfactorily completed during said month and not previously paid. Any portion of the profit not previously paid in the monthly payments shall be included in the final payment. The method of proration may be adjusted by the SFMTA to reflect deletions or amendments in the project work that are approved as herein described.

(iii) If the Services are reduced, that reduction shall be memorialized in an amendment to the Task Order, and the profit for that work shall be reduced, as negotiated by the Parties, but such reduction shall not be less than the proportional value of the reduced Services.

(d) Reimbursable Costs. This Agreement may be subject to federal regulations concerning the reimbursement and audit of expenses, costs and overhead as set forth

in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 (Federal Cost Requirements). Contractor acknowledges that it is familiar with the Federal Cost Requirements. Contractor shall not seek reimbursement and the City shall not pay reimbursement to Contractor for costs (including but not limited to direct costs, indirect costs, and overhead) that are not compensable under the Federal Cost Requirements. Contractor understands and acknowledges that the City shall not reimburse Contractor for Contractor's costs under this Agreement that are not reimbursable to City from its funding agencies in accordance with the Federal Cost Requirements. All payments to Contractor under this Agreement are subject to audit and adjustment in accordance with the requirements and standards set out in the Federal Cost Requirements.

(e) Out-of-Pocket Expenses. The SFMTA will reimburse Contractor for the actual cost of approved out-of-pocket expenses for the prime Contractor and subcontractors. Compensation for materials and expenses, including travel expenses, shall be at direct cost, without any mark-ups. All expenses required to perform a task must be described in detail in the Task Order scope of work and identified as a line item in the Task Order budget. If unforeseen expenses are required to perform the Task Order scope of work after the Task Order has been issued, such costs must be documented in detail and pre-approved in writing by the SFMTA in the form of a Task Order modification. All travel expenses are to be pre-approved by the SFMTA and Contractor must obtain the best air fare available in a timely fashion. Receipts for all expenses must accompany the invoice.

(f) Use of Public Transportation. San Francisco is a transit-first city, and the SFMTA encourages Contractor and subcontractors to use public transit in performance of its services to the maximum extent possible. Travel from and to airports must be by public transit to the maximum extent possible. Hired cars are not considered public transit. The SFMTA will closely review Contractor's requests for reimbursement of travel expenses and reserves the right to refuse to reimburse travel expenses that are not in accord with these policies.

(g) Non-Reimbursable Expenses. The SFMTA will not reimburse Contractor for any of the following expenses:

i. Contractor's and subcontractors' personnel relocation costs.

ii. Purchases of office and field supplies or equipment, unless the supplies or equipment are: (1) not ordinary or typical supplies and equipment; and (2) uniquely required of this Project; and (3) serving only this Project. If all three requirements are met, the costs shall be separately identified in the Task Order. These supplies or equipment will then need to be turned over to the SFMTA at the end of the Contract.

iii. Vehicle expenses that are beyond those calculated on a cost-per-mile or lease basis. Vehicle expenses calculated on a cost-per-mile basis for travel within a 100-mile radius of the City will not be reimbursable unless otherwise approved by the SFMTA in advance as being necessary (e.g., no viable public transit options available).

iv. Any travel expenses, including transportation, meals, and lodging costs, that are not approved by the SFMTA.

v. Any overnight courier services extending outside of the Bay Area between Contractor offices except as approved by the SFMTA.

vi. Any personal or entertainment expenses.

vii. Computer usage.

viii. Facsimile and telecommunications expenses.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until the SFMTA approves the Services delivered. Payments to Contractor by the City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by the SFMTA and in such case must be replaced by Contractor without delay at no cost to the SFMTA.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoicing. Contractor shall invoice the SFMTA for the Services provided under this Agreement on a timely basis, and in no event later than 30 Days after delivery of the Services or as specified in Appendix B, except for the last invoice of the fiscal year which must be submitted within 15 Days before the end of July. Invoices submitted by Contractor must be in a form acceptable to the Controller and the SFMTA, and include a unique invoice number and a specific invoice date. Payment shall be made by the City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. Contractor shall submit invoices for all allowable charges incurred in the performance of each Task Order. No more than one invoice shall be submitted per Task Order in a month. For Task Orders based on a negotiated number of hours, Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in the Task Order. For Task Orders based on a lump-sum price, Contractor shall provide an invoice to the SFMTA as a one-time lump sum amount upon completion of the Task Order, or a

percentage or dollar amount per milestone each month, in either case as defined in the Task Order. Each Contractor invoice shall contain the following information, and invoices that do not include all required information or contain inaccurate information will not be processed for payment:

(a) Contract Number

(b) Task Order Number

(c) Purchase Order Number for the Task Order

(d) A copy of the receipts for all expenses invoiced

(e) Description of the Services performed and/or goods delivered

(f) PeopleSoft Supplier Name and ID

(g) Name, position, direct hourly rate and hours worked of employee(s) whose labor is invoiced except where Contractor invoices for a Deliverable that is priced in the Task Order as a lump sum, or as estimated milestone payments described in the Task Order budget

(h) Other direct costs

(i) Subcontractor costs supported by invoice itemization in the same format as described here

(j) Profit for current invoice period. Profit will be calculated as a prorated portion of the total profit for the task for which Contractor seeks payment. Profit will be for an amount not to exceed seven percent of the total Task Order value

(k) No mark-up will be permitted on subcontractor labor charges or Other Direct Costs (ODCs)

(l) Contract payment terms

(m) Sales/use tax (if applicable)

(n) Total costs

(o) Form 7: CMD Progress Payment Form: If the CMD Progress Payment Form is not submitted with Contractor's invoice, the SFMTA will notify the Controller's Office and Contractor of the omission. If Contractor's failure to provide the CMD Progress Payment Form is not explained to the SFMTA's satisfaction, the SFMTA will notify the Controller to withhold 20 percent of the payment due pursuant to that invoice until the Progress Payment Form is provided.

3.3.5 LBE Payment and Utilization Tracking System. LBE Subcontracting Participation Requirements apply to this Agreement. Contractor shall: (a) within three business days of the SFMTA's payment of any invoice to Contractor, pay LBE subcontractors as

provided under Chapter 14B.7(H)(9); and (b) within 10 business days of the SFMTA's payment of any invoice to Contractor, confirm its payment to subcontractors using the B2GNow System (https://sfmta.diversitycompliance.com/) unless instructed otherwise by CCO. Failure to submit all required payment information to the B2GNow System with each payment request may result in the withholding of 20% of subsequent payments due.

3.3.6 Reserved. (Grant-Funded Contracts)

3.3.7 Payment Terms

(a) Payment Due Date. Unless the SFMTA notifies Contractor that a dispute exists, Payment shall be made within 30 Days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted the electronic payment to Contractor.

(b) Reserved. (Payment Discount Terms)

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor, following prior notice, will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the, highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement (OLSE) and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

3.6.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

3.6.4 Job Site Notices and Records. Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 Payroll Records. Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives.

3.6.6 Certified Payrolls . Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to the City using OLSE's certified payroll reporting system. Contractor and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor

and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, as applicable.

3.6.8 Remedies. Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A (Scope of Services). Officers and employees of the City are not authorized to request and the City is not required to compensate for Services beyond those stated.

4.2 Changes. The SFMTA may at any time, by a written order, make changes within the general scope of this Agreement. Such change shall serve to modify this Agreement to the extent necessary to execute the change as directed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Agreement, whether changed or not changed by the order, the SFMTA shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement accordingly. Contractor must assert its right to an adjustment under this article within ten business days from the date of receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if the SFMTA decides that the facts justify it, the SFMTA may receive and act upon a proposal submitted at any time before final payment of the Agreement. If Contractor's proposal includes the cost of equipment or materials made obsolete or excess by the change, the SFMTA

shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under Section 11.6 (Dispute Resolution Procedure). However, nothing in this provision shall excuse Contractor from proceeding with the Agreement as changed.

4.3 Task Order Procedures. Contractor shall perform the Services under Task Orders the SFMTA issues in accordance with the process described below.

4.3.1 Task Order Requirements. The SFMTA will define requirements for Task Orders.

(a) Task Order Scope of Work. The Task Order scope of work, cost and estimated time to perform the task fully will be agreed upon in advance of the start of work on the task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below. The cost of preparing invoices, including required LBE forms, and Contractor Task Order proposal must be incorporated into the overhead rate (as approved in Appendix B). Separately from overhead, project management time required by a particular Task Order may incorporate, but not be limited to, preparation of meeting materials, summary of meeting notes, a task monitoring system (e.g., bi-weekly project reports or monthly status updates). Contractor time spent managing or overseeing work performed by subcontractors will not be compensable.

(b) Presentations. In the performance of assigned tasks, Contractor, if requested by the City, shall prepare graphic and written presentations, and participate in presentations of said material to various City departments, commissions, and interested community groups.

(c) Current Workload and Available Resources. Contractor covenants that its current workload and the workload of its subcontractors will not affect the commencement and the progress of the work under a Task Order. Contractor shall have all the necessary professional, technical and support personnel, including those of the subcontractors, available, ready and mobilized to perform actual work within two weeks of the receipt of NTP on a particular Task Order. In addition, Contractor shall make good faith efforts to have all contracts signed with subcontractors within three weeks of NTP for the overall contract. Contractor shall provide copies of said subcontracts to the SFMTA upon request.

(d) Transmittal of Work Product. When requested by the SFMTA's Project Manager, and after completion of each task and subtask, Contractor shall transmit to the SFMTA all work product (duplicates and originals) produced or accumulated in the course of its and its subcontractors' work on this Agreement. Contractor's Project Manager shall have thoroughly reviewed and approved all Work Product and signed off as such prior to transmitting them to the SFMTA.

(e) The SFMTA's Responsibilities Regarding Submittals. The SFMTA will review and comment on Contractor's submittals generally within two calendar

weeks of submittal. The SFMTA and Contractor will establish a timetable of submittals and reviews in the initial coordination meetings and include such a timetable in the approved Task Order. The SFMTA's review and comments of Contractor submittals shall in no way relieve Contractor of its independent responsibility to perform its own quality checks and review, nor shall any comment or review by the SFMTA relieve Contractor of its independent responsibility to provide submittals and deliverables in full compliance with local, state and federal codes, regulations and standards. If Contractor considers certain SFMTA review comments or directives, either written or oral, to require work efforts not included in the Task Order, Contractor shall within five business days of discovering the perceived extra work provide the SFMTA with either a written Contractor Request for Information under subsection 4.3.3 below, or a Contractor Proposal to proceed with additional work under subsection 4.3.4 below.

4.3.2 Task Order Request. The SFMTA will provide Contractor a Task Order request, using the form in Appendix C, that includes the following: (a) the scope of Services, including any Deliverables; (b) the deadline to respond to the Task Order request (i.e., deadline to prepare and submit Task Order proposal); and (c) the expected timeline (including any milestones) to complete the task.

4.3.3 Contractor Request for Information. Upon receiving a Task Order Request Form, Contractor shall request in writing any information or data it requires to complete the proposal and perform the Services under the Task Order. The Parties will reach agreement as to the availability and delivery time for this data and information during initial task negotiations.

4.3.4 Contractor Task Order Proposal. By no later than the deadline set forth in the Task Order request, Contractor shall prepare and submit to the SFMTA a Task Order proposal that includes, at minimum, the following items:

(a) A work plan that includes the following: (i) a detailed description, by task, and, if applicable, subtask of the scope of Services to be performed under the Task Order; (ii) Contractor's approach to perform the Services and complete the Task Order; and (iii) any information or data Contractor requires to perform the Task Order.

(b) A schedule to complete the Task Order, including key milestone dates to complete each task, subtask, and Deliverable, as applicable.

(c) A list of personnel and subcontractors Contractor proposes to work on each Task Order; and, for each personnel and subcontractor, a description of the task(s) or subtask(s) they will perform, and a resume indicating the personnel or subcontractor is qualified to perform that work. Resumes shall describe experience performing similar work.

(d) A detailed cost estimate for each task, subtask or Deliverable showing:

(i) Estimated number of hours and fully burdened hourly labor rates (as listed in Appendix B) for each personnel and

subcontractor proposed to work on the Task Order. The following labor costs are not allowed, and shall not be included in Contractor's cost estimates: labor to prepare monthly invoices, labor to fill out required LBE forms, and administrative labor to manage subcontractors.

(ii) Estimated reasonable out-of-pocket expenses;

(iii) Proposed profit and mark-up, as follows:

1. Proposed profit of Contractor's work effort as a fixed fee amount not to exceed 7% percent of Contractor's estimated direct hourly labor rates and overhead costs; and

2. No mark-up will be permitted on subcontractor labor charges or Other Direct Costs (ODCs).

4.3.5 Negotiation of Cost and Profit. The SFMTA Project Manager will review the Task Order proposal and negotiate with Contractor pricing for the Task Order, which shall be either a lump-sum price or actual direct costs plus a negotiated fixed overhead and negotiated profit subject not to exceed amounts indicated in Section 4.3.4(d)(iii).

4.3.6 Reserved. (Record of Negotiations).

4.3.7 LBE Subcontracting Participation Requirement. Upon completion of negotiations, Contractor shall provide Project Manager a memo describing the proposed LBE subcontracting participation associated with the Task Order. The memo shall include a table that lists (1) all firms performing work on the Task Order, (2) if the firm is an LBE, (3) the dollar value and percentage of work attributed with each firm, and (4) the overall calculated LBE participation for the Task Order. CCO will review the final negotiated Task Order scope and Contractor's LBE subcontracting participation memo, approve or deny the proposed LBE participation, and issue a memo to file by CCO. The LBE subcontracting participation assigned to each Task Order shall be tracked by the CCO as part of the overall LBE commitment the Contractor made at time of proposal and as set forth in the Agreement. Contractor must in good faith comply with the following:

- The individual LBE subcontracting participation percentage set for each Task Order.

- The overall LBE subcontracting participation requirement that it committed to (which includes the commitments Contractor made to each of its listed LBE subcontractors at time of proposal). See Section 10.3.1 (Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance) for more information on the LBE Program.

4.3.8 Notice to Proceed. The SFMTA will issue and send to Contractor a written notice to proceed (NTP), Task Order number, and purchase order after verifying that sufficient funds are available to pay for the Task Order. Contractor shall not commence work under any Task Order until it receives a corresponding NTP and purchase order from the SFMTA.

4.3.9 Changes to Task Order Pricing. Task Order pricing shall not be modified unless there is a material change in the Task Order's scope of work, in which case a new Task Order proposal, pricing negotiation, and notice to proceed shall be required before SFMTA approves the change in pricing. Changes in Task Order pricing of more than 25 percent will require that a new Task Order be proposed and approved by the SFMTA following the procedures detailed in this Section 4.3.

4.3.10 Failure to Agree on Terms of Task Order. In the event that the SFMTA and Contractor cannot reach agreement on the terms of the Task Order, the SFMTA may either cancel the Task Order and have the work accomplished through other available sources, or may direct Contractor to proceed with the task under such conditions as City may require to assure quality and timeliness of the task performance. Under no circumstances may Contractor refuse to undertake a City-ordered task.

4.4 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services for which it is contracted to provide through this Agreement, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule of a Task Order.

4.5 Subcontracting

Contractor may subcontract portions of the Services only upon prior written approval of the SFMTA. Approval shall not be unreasonably withheld. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. The SFMTA's execution of this Agreement constitutes its approval of the subcontractors listed below.

- Arup US, Inc.
- Civic Edge
- En2Action
- Ewald & Wasserman Research Consultants
- Kittelson
- Quality Counts
- Sertior
- SITELAB
- VerPlanck

4.6 Independent Contractor; Payment of Employment Taxes and Other Expenses

4.6.1 Independent Contractor. For the purposes of this Section 4.6, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, including its agents and employees will not represent or hold itself/themselves out to be employees of the City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with Section 4.6. Should City determine that Contractor is not performing in accordance with the requirements of Section 4.6, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.6.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to Section 4.6 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and

employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from Section 4.6.

4.7 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by the SFMTA by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.8 Service Warranties. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.9 Reserved. (Liquidated Damages)

4.10 Reserved. (Performance Bond)

4.11 Reserved. (Fidelity Bond or Crime Insurance)

4.12 Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than $1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Insurance, with limits of $2,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Reserved. (Cyber and Privacy Coverage)

(g) Reserved. (Pollution Liability Insurance)

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

5.1.3 Waiver of Subrogation. The Workers' Compensation Insurance policy(ies) shall include a waiver of subrogation in favor of the City for all work performed by Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the

Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance as Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements

(a) Thirty Days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than 10 Days' notice shall be provided to the City. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties).

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees, and the Contractor as additional insureds and waive subrogation in favor of the City, where required.

5.2 Indemnification

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities

(legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against the City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify, defend, and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify, defend, or hold harmless Contractor.

5.3 Indemnification and Defense Obligations For Design Professionals. To the extent design professional services are performed under this Agreement, if any, the following indemnity and defense obligations shall apply:

5.3.1 Defense Obligations. To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation

Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.3.2 Indemnity Obligations. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

5.4 Copyright Infringement . Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

5.5 Severability Clause Specific to Indemnification and/or Defense Obligations . To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

5.6 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (CALCULATION OF TASK ORDER COMPENSATION AND CONTRACT NOT TO EXCEED AMOUNT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor,

or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to the City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by the City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of the City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination (Notice of Termination). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (Termination Date).

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the

termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that the SFMTA requires Contractor to complete prior to the Termination Date

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At the SFMTA's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, the SFMTA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to the SFMTA's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as the SFMTA may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the SFMTA has or may acquire an interest.

8.1.3 Within 30 Days after the specified Termination Date, Contractor shall submit to the SFMTA an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which the SFMTA has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of the SFMTA, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment, delivered to the SFMTA or otherwise disposed of as directed by the SFMTA.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to the SFMTA, and any other appropriate credits to the SFMTA against the cost of the Services or other work.

8.1.4 In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 Payment Obligation. City's payment obligation under Section 8.1 (Termination for Convenience), shall survive termination of this Agreement.

8.2 Termination for Default; Remedies

8.2.1 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims
4.7	Assignment
Article 5	Insurance and Indemnity
Article 7	Payment of Taxes
10.3.6	Alcohol and Drug-Free Workplace
11.10	Compliance with Laws
Article 13	Data and Security

(b) Contractor fails or refuses to perform the Services or to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such

default is not cured within 10 business Days after written notice thereof from the SFMTA to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to the SFMTA, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five business Days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also have the right to offset from any amounts due to Contractor under this Agreement: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration

8.4.1 Section 8.4 (Rights and Duties upon Termination or Expiration) and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
Article 5	Insurance and Indemnity
6.1	Liability of City
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.1.6	Payment Obligation
8.2.2	Default Remedies
9.1	Ownership of Results
9.2	Works for Hire
11.6	Dispute Resolution Procedure
11.7	Agreement Made in California; Venue
11.8	Construction
11.9	Entire Agreement
11.10	Compliance with Laws
11.11	Severability
Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, any partially-completed Deliverables and related materials shall become the property of and will be transmitted to City. Unless expressly authorized in writing by the SFMTA, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities. Ownership shall not extend to Contractor's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Contractor's deliverables thereto belonging to Contractor shall remain the property of Contractor unless otherwise indicated in the scope of services.

9.2 Works for Hire. All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of the City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca/%20.

10.2 Governmental Conduct Related Contractual Obligations.

10.2.1 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the SFMTA if it becomes aware of any such fact during the term of this Agreement.

10.2.2 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a

candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.2.3 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or 12 months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.3 Employment Related Contractual Obligations.

10.3.1 Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall meet the LBE subcontracting commitment percentage(s) made in its submittal documents. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.3.2 Minimum Compensation Ordinance. San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.3.3 Health Care Accountability Ordinance. San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the

requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.3.4 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.3.5 Reserved. (Working with Minors)

10.3.6 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.3.7 Nondiscrimination in Contracts . Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.3.8 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Article 131.2.

10.4 Environmental Related Contractual Obligations.

10.4.1 Reserved. (Packaged Water Prohibition)

10.4.2 Tropical Hardwood and Virgin Redwood Ban .Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.4.3 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.4.4 Reserved. (Sugar-Sweetened Beverage Prohibition)

10.5 Reserved. (Slavery Era Disclosure)

10.6 Reserved. (Nonprofit Contractor Requirements)

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Matthew Boyle
Senior Administrative Analyst
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Matthew.Boyle@sfmta.com
(415) 579-9751

To Contractor: Shannon Hake
Contract Manager
TDG Engineering, Inc.
One Inventa Place, West Tower, Suite 950
Silver Spring, MD 20910
shake@tooledesign.com; contracts@tooledesign.com
(341) 214-5704

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least 10 Days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (ICT) and/or Services provided under this Agreement.

11.2.3 Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications. Contractor shall ensure that all ICT provided under this Agreement fully conforms to the Department of Justice's Title II rules and the applicable Revised 508 Standard, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

11.3 Incorporation of Recitals. The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all City records related to its formation, Contractor's performance of Services, and City's payment may be subject to the California Public Records Act, (California Government Code §7920.000 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement and under the policy of the SFMTA Board of Directors. Contractor must submit the Contract Modification Form (CMD Form 10) along with the required supporting documentation to the CCO and obtain prior CCO approval for any amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CCO approved value by 20%.

11.6 Dispute Resolution Procedure

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. The City may elect, in its sole discretion, to participate in informal dispute resolution proceedings. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under Section 11.6.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This Agreement including the Appendices sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of the City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of

this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between the City's terms and Contractor's terms, the City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests, and other legal requests (Legal Requests) related to any City Data under this Agreement, and in no event later than 24 hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

11.15 No Third-Party Beneficiaries. .The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements

12.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletrainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.1.2 By entering into this Agreement, Contractor agrees that in the event Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars ($1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this

Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry (PCI) Requirements)

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors,

or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables. Contractor is prohibited from using Generative Artificial Intelligence in the development of Deliverables without City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9 (Rights in Deliverables), or the City Data confidentiality and security requirements under Article 13 (Data and Security), of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than 30 Days, return all City Data given to or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from the City that City Data has been successfully transferred to the City, Contractor shall within 10 business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files hosted environments used in performance of this Agreement (including its subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide the City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or the most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of the City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within 24 hours of the discovery of such, but within 12 hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other the City may have. The City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (CRA) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 14 Appendices

14.1 Appendices. The following Appendices ("Appendices" in the plural and each an "Appendix" in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

A: Scope of Services

B: Calculation of Charges

C: Task Order Request Form

Article 15 MacBride and Signature

15.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	**CONTRACTOR**
San Francisco **Municipal Transportation Agency**	**TDG Engineering, Inc.**
_____ Julie B. Kirschbaum Director of Transportation	Jessica Fields Jessica Fields, PE, AICP Director of Operations, Western U.S.
Authorized By: Municipal Transportation Agency Board of Directors Resolution No: _____ Adopted: _____ Attest: _____ Secretary to the Board	<u>Acknowledgement of Large Vehicle Driver Safety Training Requirements</u>: By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.
Approved as to Form: David Chiu City Attorney By: _____ Annie Smiddy Deputy City Attorney	City Supplier Number: 0000042957

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Appendices

A: Scope of Services
B: Calculation of Charges
C: Task Order Request Form

Appendix A
Scope of Services

I. Description of Services

Contractor agrees to perform the following Services pursuant to the terms and conditions of this Agreement with SFMTA, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by professionals providing similar services, currently practicing, under similar circumstances.

All personnel performing work under the awarded Contract(s) must hold and maintain all professional licenses, certifications, and/or registrations required for the discipline(s) in which they will be providing services. The selected Contractor(s) shall be responsible for ensuring that all such credentials remain valid throughout the duration of the Contract.

The following are work tasks related to as-needed transportation planning, design, and traffic engineering services and transportation analysis and documentation services. In each Task Order, the SFMTA will set forth a detailed scope of Services to be performed.

From time-to-time, it could be necessary for the consultant staff to perform the work on-site at the SFMTA offices to perform day-to-day services (e.g., CAD work). In advance of this work occurring, the SFMTA and Contractor will agree on the parameters of this work arrangement.

1. Transportation Planning, Design, and Traffic Engineering Services

a. Propose and evaluate physical design improvements for complete streets projects, Parking related projects, and Parking and intermodal facilities such as transit hubs.
b. Recommend designs to improve traffic circulation patterns to reduce conflicts between transportation modes, including signalization, roadway design, and traffic.
c. Recommend and/or assess bicycle and pedestrian project designs in support of Vision Zero and Bicycle Strategy projects.
d. Drafting various design standards based on industry best practices.
e. Perform arterial, freeway, and other operational analysis using Highway Capacity Manual and related methodologies and software programs.
f. Conduct micro-simulation (e.g., Vissim) to review potential changes to the network, including but not limited to signals, signal progression, transit signal priority treatments, etc.
g. Conduct feasibility-level engineering studies.
h. Develop materials to convey transportation engineering analysis and recommendations to the general public through various written and visual media including but not limited to justifications, 3D renderings, maps and charts.

i. Perform intersection and roadway safety analysis using Highway Safety Manual and related methodologies.
j. Develop and perform project screening and prioritization.
k. Transportation Equity Analysis.
l. Support the environmental review process by preparing CEQA and NEPA environmental documents in coordination with SFMTA and the Planning Department. This includes:
    i. Determining the appropriate level of environmental review, preparing technical studies, and drafting documents such as Exemptions, Initial Studies, EIRs, and NEPA assessments, as well as supporting compliance with Section 106 and 4(f).
    ii. Conducting or reviewing technical studies across a range of disciplines including transportation, air quality, noise, cultural and biological resources, hazardous materials, and climate-related impacts such as sea level rise. Analyses will align with SFMTA and Planning Department guidelines and support comprehensive environmental evaluations.
    iii. Assisting with public and agency outreach, respond to comments on environmental documents, and support mitigation monitoring and reporting. They may also prepare memos on environmental procedures and track regulatory changes to ensure compliance with evolving CEQA and NEPA requirements.

2. Transportation Analysis and Documentation Services

The Consultant(s) selected shall be responsible for data collection, analytics and presentation of findings. The tasks shall include but not be limited to the following:

a. Pedestrian, bicycle, and vehicle circulation and parking utilization surveys, turning movement and directional counts of multiple modes (including but not limited to speed surveys, tube counts, vehicle classification, video counts, manual counts etc.). Counts may need to be coordinated across the city and include numerous locations. Data collection information will be in the format specified by the SFMTA, but must include and is not limited to the following information:
    i. Date / Times.
    ii. Location including photo and GPS coordinates. If counts performed by camera, a snapshot of video view is acceptable.
    iii. Name and contact information of consultant performing the count effort.
    iv. Naming convention: Raw files must be named per SFMTA protocol for Official Records as follows:
        1) For Machine Counts: Street Name_Direction of Approach_Cross Street (i.e., 30TH ST EB EAST OF GUERRERO)
        2) For Turning Movement Counts by Hand: Street Name_Cross Street_Time of Day (i.e., LAGUNA CLAY PM)

v. If multiple days or data points, deliverables must be formatted as one Microsoft Excel file with multiple tabs (versus sending us multiple files for same location).
vi. Complex intersections may require confirmation of geometrics (legs of the intersection, N/S naming convention, etc.) prior to completing turn counts.
vii. Writable Microsoft Excel file format is default unless expressed otherwise by SFMTA.

b. Development, application, and analysis of surveys and market research of people using specific modes of travel to understand demographics, origins and destinations, trip making patterns, and other factors influencing travel mode choice. This could include intercept type surveys and license plate collection surveys.
c. Research and analysis of transportation policies, including existing City and SFMTA-specific policies, and global and US/North American best practices. Outcomes to include recommendations for strategic policies.
d. Conduct analysis of existing agency data and data from external vendors to identify and analyze travel markets, parking utilization and pricing, transit ridership, congestion metrics as well as other performance metrics.
e. Conduct Cost/Benefit analysis for transportation related projects, including federal TIGER grant applications and conduct value capture analysis of benefits of major transit investments adjacent to new development.
f. Provide support with development of grant proposals.
g. Lead and/or support the development and implementation of revenue models and analysis for citywide variable-rate pricing related to parking; conduct nexus studies for rates and fees.
h. Applying range of geospatial analysis techniques to available or developed geospatial data sets. Lead and/or support the development of geospatial data that depicts the transportation system or other relevant data.
i. Conduct before and after studies for project implementation. This could include using tools such as Synchro or Vissim to measure modal performance.
j. Synthesize data collected and results of analysis into well written and easily understood memorandums and/or reports, including providing well designed graphics that convey technical information.
k. Support development of area-specific (e.g., neighborhood) parking management plans.
l. Develop travel demand forecasting and volume projections for all modes.
m. Develop web-based data collection/presentation tools.

II. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports

is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

III. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be Matthew.Boyle@sfmta.com.

IV. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Appendix B
Calculation of Charges

Table 1: Direct and Fully Burdened Hourly Labor Rates by Positions for Contractor and all Subcontractors

Firm	Title/Role	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
TDG Engineering, Inc.	Principal-in-Charge	$145.00	$402.03
TDG Engineering, Inc.	Principal	$120.00	$332.72
TDG Engineering, Inc.	Engineering Lead III	$109.00	$302.22
TDG Engineering, Inc.	Engineering Lead II	$92.00	$255.08
TDG Engineering, Inc.	Engineering Lead I	$81.00	$224.58
TDG Engineering, Inc.	Senior Engineer	$73.00	$202.40
TDG Engineering, Inc.	Project Engineer II	$64.00	$177.45
TDG Engineering, Inc.	Project Engineer I	$58.00	$160.81
TDG Engineering, Inc.	Engineer III	$51.00	$141.41
TDG Engineering, Inc.	Engineer II	$44.00	$122.00
TDG Engineering, Inc.	Engineer I	$40.00	$110.91
TDG Engineering, Inc.	Technician Manager	$54.00	$149.72
TDG Engineering, Inc.	Technician	$31.00	$85.95
TDG Engineering, Inc.	Planning Lead III	$105.00	$291.13
TDG Engineering, Inc.	Planning Lead II	$86.00	$238.45
TDG Engineering, Inc.	Planning Lead I	$74.00	$205.18
TDG Engineering, Inc.	Senior Planner	$67.00	$185.77
TDG Engineering, Inc.	Project Planner II	$59.00	$163.59
TDG Engineering, Inc.	Project Planner I	$56.00	$155.27
TDG Engineering, Inc.	Planner III	$51.00	$141.41
TDG Engineering, Inc.	Planner II	$45.00	$124.77
TDG Engineering, Inc.	Planner I	$39.00	$108.13
TDG Engineering, Inc.	Senior Designer	$68.00	$188.54

Firm	Title/Role	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
TDG Engineering, Inc.	Designer II	$45.00	$124.77
TDG Engineering, Inc.	Designer	$34.00	$94.27
TDG Engineering, Inc.	GIS Specialist	$62.00	$171.90
TDG Engineering, Inc.	GIS Analyst	$47.00	$130.31
TDG Engineering, Inc.	Graphic Designer	$51.00	$141.41
TDG Engineering, Inc.	Intern	$30.00	$83.18
TDG Engineering, Inc.	Landscape Architecture Lead	$87.00	$241.22
TDG Engineering, Inc.	Senior Landscape Architect	$65.00	$180.22
TDG Engineering, Inc.	Landscape Architect	$56.00	$155.27
TDG Engineering, Inc.	Admin	$46.00	$127.54
Arup	Carleton Wong, Senior Engineer	$70.24	$208.15
Arup	Christa Cassidy, Senior Planner	$79.33	$235.13
Arup	Christine Stavish, Engineer	$43.61	$129.26
Arup	Diego Ramirez, Senior Consultant	$62.02	$183.82
Arup	Elizabeth Owen, Planner	$48.03	$142.36
Arup	Emanuel Papagerorgiou, Planner	$46.11	$136.67
Arup	Ethan Ebinger, Engineer	$53.13	$157.47
Arup	Giuliana Galante Casazza, Associate	$85.58	$253.65
Arup	Joseph Kaylor, Senior Planner	$65.00	$192.65
Arup	Winnie Zhuang, Engineer	$44.23	$131.09
En2action	Executive Director/CEO	$205.79	$267.53
En2action	Director/COO	$149.02	$193.73
En2action	Sr. Program Manager	$130.10	$169.13
En2action	Program Manager	$111.96	$145.54
En2action	Project Manager	$86.73	$112.75
En2action	Project Assistant	$74.91	$97.38
Ewald & Wasserman Research	Principal / Senior Principal III	$109.11	$198.39

Firm	Title/Role	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
Ewald & Wasserman Research	Principal / Senior Principal II	$98.03	$178.23
Ewald & Wasserman Research	Data Analyst / Software Technician	$44.93	$81.69
Ewald & Wasserman Research	Data Scientist/Developer	$37.35	$67.90
Sertior	Field Supervisor	$125	$237.50
Kittelson & Associates, Inc.	Senior Principal Engineer/Planner	$95.60	$293.64
Kittelson & Associates, Inc.	Principal Engineer/Planner	$78.39	$240.78
Kittelson & Associates, Inc.	Associate Engineer/Planner	$71.43	$219.40
Kittelson & Associates, Inc.	Senior Engineer/Planner	$59.29	$182.12
Kittelson & Associates, Inc.	Engineer/Planner	$50.55	$155.27
Kittelson & Associates, Inc.	Transportation Analyst	$42.91	$131.80
Kittelson & Associates, Inc.	Technician I	$35.16	$108.00
Kittelson & Associates, Inc.	Technician II	$38.89	$199.45
Kittelson & Associates, Inc.	Senior Technician	$47.64	$146.33
Kittelson & Associates, Inc.	Associate Technician	$62.08	$190.68
Kittelson & Associates, Inc.	Office Support	$32.09	$98.57
Kittelson & Associates, Inc.	Data Analyst/Software Technician	$51.92	$159.48
Kittelson & Associates, Inc.	Senior Data Scientist/Developer	$68.93	$211.73
SITELAB urban studio	Laura Crescimano/ Founding Principal	$132.21	$334.23
SITELAB urban studio	Eri Suzuki/ Associate Principal	$79.33	$200.55
SITELAB urban studio	Julie Gawendo/ Director of Landscape Planning	$67.31	$170.16
SITELAB urban studio	Abby Granberry/ Associate	$53.37	$134.92
Civic Edge Consulting	Alia Al-Sharif / Partner	$103.31	$295.19
Civic Edge Consulting	Abraham Vallin / Director	$53.72	$153.50
Civic Edge Consulting	Cristina Ancheta / Outreach Manager	$40.81	$116.60

Table 2a: Schedule of Overhead Rates for Contractor and all Subcontractors

Firm	Overhead (%)	Multiplier
TDG Engineering, Inc.	177.265%	2.77265
Arup	196.390%	2.96390
En2action	30.000%	1.30000
Ewald & Wasserman Research	24.800%	1.24800
Sertior	90.000%	1.90000
Quality Counts, LLC	N/A	N/A
Kittelson & Associates, Inc.	207.160%	3.07160
SITELAB urban studio	152.800%	2.52800
VerPlanck	N/A	N/A
Civic Edge Consulting	185.740%	2.85740

Table 2b. Profit and Markup for Contractor and Subcontractors

1. Profit to be negotiated (not to exceed 7%)

Table 3: Other direct cost (ODC) items required to complete the work described in this Agreement.

Firm	Other Costs	
	Item	Unit Cost
TDG Engineering, Inc.	Copies (Color)	at cost
TDG Engineering, Inc.	Postage/ phone	at cost
TDG Engineering, Inc.	Mileage	IRS rate
Quality Counts	Standard TMC w/ Ped/Bike 2 hours	$145
Quality Counts	Standard TMC w/ Ped/Bike 12 hours	$600
Quality Counts	Standard TMC w/ Ped/Bike 24 hours	$800
Quality Counts	Complex TMC w/ Ped/Bike 2 hours	$200
Quality Counts	Complex TMC w/ Ped/Bike 12 hours	$800
Quality Counts	Complex TMC w/ Ped/Bike 24 hours	$1,000
Quality Counts	TMC w/ Near Miss Analysis 24 hours	$1,200
Quality Counts	TMC w/ Near Miss Analysis 48 hours	$1,800
Quality Counts	TMC w/ Near Miss Analysis 72 hours	$2,300
Quality Counts	Volume/Speed count 1-3 Lanes, 24 hours	$160
Quality Counts	Volume/Speed count 1-3 Lanes, 48 hours	$220
Quality Counts	Volume/Speed count 1-3 Lanes, 72 hours	$300
Quality Counts	Volume/Speed count 4+ Lanes, 24 hours	$220
Quality Counts	Volume/Speed count 4+ Lanes, 48 hours	$300
Quality Counts	Volume/Speed count 4+ Lanes, 72 hours	$380
Quality Counts	Video Volume count 1-3 Lanes, 24 hours	$150
Quality Counts	Video Volume count 1-3 Lanes, 48 hours	$200
Quality Counts	Video Volume count 1-3 Lanes, 72 hours	$280
Quality Counts	Video Volume count 4+ Lanes, 24 hours	$200
Quality Counts	Video Volume count 4+ Lanes, 48 hours	$280
Quality Counts	Video Volume count 4+ Lanes, 72 hours	$360
Quality Counts	Video Only (Per Camera), 24 hours	$100
Quality Counts	Parking/On-Site Surveys	$75/hour per technician

Quality Counts	Radar Spot Speed Survey, 2 hours	$140
Quality Counts	Bike Positioning (Where bikes are traveling)	$70/hour
Quality Counts	Vehicle Blockage of Bike Lane	$70/hour
Quality Counts	Travel Time "Floating Car"	$110/hour
Quality Counts	Driver Yielding At Crosswalk- Peds w/Vehicle/Ped/Bike volumes	$100/hour
Quality Counts	Driver Yielding At Crosswalk- Peds w/Vehicle/Ped/Bike volumes	$100/hour
Quality Counts	Driver Yielding - Bikes OR Driver Yielding at Mixing Zone	$100/hour
Quality Counts	Driver Yielding at Midblock OR Alleyways	$100/hour
Quality Counts	"Close calls" - Driver Yielding at Mixing Zones OR Ped/Bike Conflict	$115/hour
Quality Counts	Ped & Bike Yielding and Close calls	$115/hour
Quality Counts	Left Turn Restrictions OR Driver Stop Compliance	$70/hour
Quality Counts	Bike Signal Compliance	$120/hour
Quality Counts	Loading Behavior	$240/hour
Quality Counts	Midblock Vehicle Interactions	$70/hour
Quality Counts	Vehicle Queueing	$160/hour
Quality Counts	Vehicle Turning Speeds	$95/hour
Quality Counts	Right Turn Restrictions	$70/hour
Quality Counts	Right Turn on Red Compliance with yielding	$145/hour
En2action	OutReach Ambassadors	$70/hr
En2action	Copies (Color)	at cost
En2action	Postage/ phone	at cost
En2action	Online Surveys	at cost
En2action	Mileage	IRS rate
VerPlanck Historic Preservation Consulting	Administration	$150
VerPlanck Historic Preservation Consulting	Site Visits	$175
VerPlanck Historic Preservation Consulting	Research	$175
VerPlanck Historic Preservation Consulting	Writing	$175
VerPlanck Historic Preservation Consulting	In-person Consultation	$185
VerPlanck Historic Preservation Consulting	Public Hearings	$185

Appendix C
TASK ORDER REQUEST FORM

Task Title: _____ **Date Initiated:** _____

Type of Request:

☐ **New Task Order- No.** XX

☐ **Modification No. ____ (attach approved original and all modifications to date)**

Total Amount Being Requested: **$ x,xxx.xx**

Total approved task to date (including all mods.): $ x,xxx.xx

Total task amount including this request: $ x,xxx.xx

Task Start Date: _____ **Modification Start Date:** _____

Estimated Completion Date: _____

Funding Source: _____ **Proposed Task LBE Goal:** **xxx.xx %**

Account: _____ **Fund:** _____ **Dept:** _____ **Authority:** _____

Project: _____ **Activity:** _____

Project Title: _____

Work to be Performed:

Proposed Staff and Budget:

NAME	HOURS	LOADED RATE	LABOR COST	ODCS	TOTALS
SubTotal Services					
SubTotal Profit (Enter NTE% from Contract] [Enter as a lump sum]					
Subcontractor Mark Up (Enter NTE% from Contract] [Enter as a lump sum]					
Other Direct Costs (ODCs) *See Contractor Proposal for a detailed description of all out-of-pocket expenses*					
TOTAL					

Grand Total This Task: $000,000

Notes:

Concurred by Contractor:

Signature: **Date:**

APPROVALS

Requested by: _____ **Date** _____
Name, Title

Approved by: _____ **Date** _____
Name, Contract/Project Manager

Reviewed by: _____ **Date** _____
Ashish Patel
Manager, Contracts & Procurement

Reviewed by: _____ **Date** _____
Alaric Degrafinried, DBE Liaison Officer

Approved by: _____	**Date** _____
Division Director, Title	

City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and

Fehr & Peers

Contract No. SFMTA-2026-41-LOC

As-Needed Transportation Planning, Design, and Traffic Engineering Services and Transportation Analysis and Documentation Services

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City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave., 7th Floor
San Francisco, California 94103

Agreement between the City and County of San Francisco and
Fehr & Peers
Contract No. SFMTA-2026-41-LOC

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between Fehr & Peers (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to contract as-needed transportation planning, design, and traffic engineering services and transportation analysis and documentation services to support San Francisco sustainable community and economic development from Contractor.

B. Contractor represents and warrants that it is qualified to perform the Services required by the SFMTA as set forth under this Agreement.

C. Contractor was competitively selected pursuant to a Request for Proposals (RFP) entitled SFMTA-2025-52-LOC: As-Needed Transportation Planning, Design, and Traffic Engineering Services and Transportation Analysis and Documentation Services issued through Sourcing Event ID: SFGOV-0000011347.

D. The Local Business Enterprise (LBE) subcontracting participation requirement established for this project is 20%. Contractor has committed 27% of LBE(s) under this Agreement.

E. Approval for the Agreement was obtained on February 3, 2025, from the Civil Service Commission under PSC number DHRPSC0004834 which authorizes the award of multiple agreements, the total value of which cannot exceed $9,800,000 and the individual duration of which cannot exceed 59 months.

Now, THEREFORE, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement. Where any word or phrase defined below, or a pronoun in place of the word or phrase, is used in any part of this Agreement, it shall have the meaning set forth below:

1.1 "**Agreement**" means this contract document, including all attached Appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.

1.2 "**Appendices**" means the appendices listed in Article 14 (Appendices) herein.

1.3 "**Artificial Intelligence**" or "**Artificial Intelligence Model**" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

1.4 "**Artificial Intelligence System**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

1.5 **"Award"** means notification from the SFMTA to Contractor of acceptance of Contractor's Proposal, subject to the execution and approval of a satisfactory Contract and bond to secure the performance of the Contract, and to such other conditions as may be specified or otherwise required by law.

1.6 "**CCO**" means the SFMTA Contract Compliance Office.

1.7 "**City**" or "**the City**" means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency.

1.8 "**City Data**" means all data collected, used, maintained, processed, stored, and/or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information and Deliverable Data.

1.9 "**CMD**" means the Contract Monitoring Division of the City.

1.10 "**Confidential Information**" means confidential City information including, but not limited to, personal identifiable information (PII), protected health information (PHI), or individual financial information (collectively, Proprietary or Confidential Information) that is subject to local, state or federal laws restricting the use and disclosure of such information Confidential Information includes, without limitation, City Data.

1.11 "**Contractor**" means Fehr & Peers, 345 California Street, Suite 450, San Francisco, CA 94104.

1.12 "Controller" means the Controller of the City.

1.13 "**Day**" (whether or not capitalized) means a calendar day, unless otherwise designated.

1.14 "**Deliverable Data**" means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

1.15 "**Deliverables**" means Contractor's or its subcontractors' work product, including any partially completed work product and related materials, resulting from the Services provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.16 "**Effective Date**" means the date the Director of Transportation executes the Contract.

1.17 "**Generative Artificial Intelligence**" means Artificial Intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the Artificial Intelligence's training data.

1.18 "**Local Business Enterprise**" or "**LBE**" means a business that is certified as a micro or small LBE under Section 14B.3 of the San Francisco Administrative Code.

1.19 "**Mandatory City Requirements**" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.20 "Notice to Proceed" means written notice to the Contractor of the date on which it shall begin prosecution of the work to be done under the Contract.

1.21 "**Party**" and "**Parties**" means the City and Contractor either individually or collectively.

1.22 "**Project Manager**" means the project manager assigned to the Contract for the SFMTA, or his or her designated agent.

1.23 "Personal Identifiable Information (PII)" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

1.24 "**San Francisco Municipal Transportation Agency**" or "**SFMTA**" means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIIIA of the City's Charter.

1.25 "**Services**" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.26 **"Task Order**" means a written directive from the SFMTA to the Contractor to perform specified work, issued under the procedures described in Section 4.3 below.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and expire in four years and six months, unless earlier terminated as otherwise provided herein.

2.2 **Reserved. (Option to Extend)**

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions

3.1.1 **Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of Section 3.105 of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. The City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.1.2 **Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Absent an authorized emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

3.2 **Authorization to Commence Work**. Contractor shall not commence any work under this Agreement until City has issued formal written authorization to proceed, such as a

purchase order, Task Order or notice to proceed. Such authorization may be for a partial or full scope of services.

3.3 Compensation

3.3.1 Calculation of Task Order Compensation and Contract Not to Exceed Amount. The SFMTA will pay Contractor on a task-order basis for Services it performs under this Agreement. The total amount of the Task Orders awarded under this Agreement shall not exceed **Four Million Nine Hundred Thousand Dollars ($4,900,000)**. The City shall not be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement. Contractor's compensation for the Services it performs under Task Orders shall be based on either: (a) a negotiated lump-sum price (that includes all direct hourly labor rates, overhead, profit, and all other costs) for the Task Order; or (b) a negotiated number of hours per Task Order subject to a total not to exceed amount (using the hourly labor rates set forth in Appendix B (Calculation of Charges) plus a fixed profit and, if applicable, subcontractor markup negotiated in accordance with Appendix B). The City may withhold a portion of payment as a reasonable retention until the conclusion of the Task Order. Contractor's compensation for Task Orders shall be based on the following:

(a) Direct Hourly Labor Rates. The direct hourly labor rates in Appendix B are fixed, negotiated rates and shall not change for the first 12 months after the Effective Date of this Agreement. Thereafter, during the term of this Agreement, Contractor may request to escalate these rates based on the annual percentage change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area (CPI-U). No direct hourly labor rate may be increased without prior written approval of the SFMTA. Contractor must request any escalation of these direct hourly labor rates no later than 30 Days before the anniversary of the Effective Date of this Agreement, and failure to timely do so may result in a denial of the request. Any requests for escalation of direct hourly labor rates based on CPI-U must include evidence of the change in the CPI-U, evidence of payroll documentation, and an updated Appendix B for the SFMTA's approval. The SFMTA will review all requests for escalation of fees within 30 Days of receipt and notify Contractor of either an approval or denial. If approved, the new rates will become effective as of the date that a contract modification is executed, but no earlier than the anniversary of the Effective Date of this Agreement. In no event will the start of the new rates be backdated. Subsequent requests for rate escalations will not be accepted for review until 10 months after the most recent prior rate escalation, and will not become effective until at least one year after the most recent prior rate escalation.

(b) Overhead Rates

(i) The overhead rates in Appendix B shall be billed at that level until 12 months after the Effective Date of this Agreement. Thereafter, during the term of this Agreement, the overhead rates may be adjusted annually with prior written approval from the SFMTA and will be effective as of the date that a contract modification is executed.

(ii) The overhead rates in Appendix B, including any adjustment to such rates as provided for above, are subject to readjustment as described in this paragraph. Within 180 Days of the end of Contractor's fiscal year that immediately follows the expiration or any earlier termination of this Agreement, Contractor shall submit Contractor's and all subcontractors' actual rates during the term of this Agreement to the Project Manager. For each rate paid to Contractor that exceeds Contractor's or any subcontractor's actual rate, Contractor shall reimburse to the City the total difference between the rate paid and Contractor's or subcontractor's actual rate during the term of this Agreement. Contractor shall reimburse City within 30 Days of written notice from City seeking reimbursement. For each actual overhead rate of Contractor or subcontractor that exceeds the rate paid to Contractor, City shall pay to Contractor the difference between the actual rate and the rate paid during the term of the Agreement. City shall reimburse Contractor within 60 Days of City's receipt of all of Contractor's actual rates. Nothing in this paragraph shall limit City's right to audit and inspect Contractor's rates as provided above.

(c) Profit

(i) The Parties shall negotiate a profit as a lump sum amount for each Task Order. It is understood and agreed that the profit is a fixed amount that cannot be exceeded because of any differences between the estimated number of hours required to perform the Services in a Task Order and the actual number of hours required to perform the work. In no event shall payments to the Contractor exceed the total amount of the Task Order. The SFMTA may approve an increase in the profit only if such increase is required due to an increase in the Services or to additional work that increases the Services. The profit shall not be increased for Contractor's additional level of effort to complete the Services. It is further understood and agreed that the profit is only due and payable for Task Order work for which the SFMTA has given notice to proceed and for which the Contractor has satisfactorily completed.

(ii) The profit will be prorated and paid monthly in proportion to the Services satisfactorily completed, or based on milestones described in the Task Order. Where profit is paid on a monthly basis, a payment for an individual month shall include that approved portion of the profit allocable to the Task Order work satisfactorily completed during said month and not previously paid. Any portion of the profit not previously paid in the monthly payments shall be included in the final payment. The method of proration may be adjusted by the SFMTA to reflect deletions or amendments in the project work that are approved as herein described.

(iii) If the Services are reduced, that reduction shall be memorialized in an amendment to the Task Order, and the profit for that work shall be reduced, as negotiated by the Parties, but such reduction shall not be less than the proportional value of the reduced Services.

(d) Reimbursable Costs. This Agreement may be subject to federal regulations concerning the reimbursement and audit of expenses, costs and overhead as set forth

in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 (Federal Cost Requirements). Contractor acknowledges that it is familiar with the Federal Cost Requirements. Contractor shall not seek reimbursement and the City shall not pay reimbursement to Contractor for costs (including but not limited to direct costs, indirect costs, and overhead) that are not compensable under the Federal Cost Requirements. Contractor understands and acknowledges that the City shall not reimburse Contractor for Contractor's costs under this Agreement that are not reimbursable to City from its funding agencies in accordance with the Federal Cost Requirements. All payments to Contractor under this Agreement are subject to audit and adjustment in accordance with the requirements and standards set out in the Federal Cost Requirements.

(e) Out-of-Pocket Expenses. The SFMTA will reimburse Contractor for the actual cost of approved out-of-pocket expenses for the prime Contractor and subcontractors. Compensation for materials and expenses, including travel expenses, shall be at direct cost, without any mark-ups. All expenses required to perform a task must be described in detail in the Task Order scope of work and identified as a line item in the Task Order budget. If unforeseen expenses are required to perform the Task Order scope of work after the Task Order has been issued, such costs must be documented in detail and pre-approved in writing by the SFMTA in the form of a Task Order modification. All travel expenses are to be pre-approved by the SFMTA and Contractor must obtain the best air fare available in a timely fashion. Receipts for all expenses must accompany the invoice.

(f) Use of Public Transportation. San Francisco is a transit-first city, and the SFMTA encourages Contractor and subcontractors to use public transit in performance of its services to the maximum extent possible. Travel from and to airports must be by public transit to the maximum extent possible. Hired cars are not considered public transit. The SFMTA will closely review Contractor's requests for reimbursement of travel expenses and reserves the right to refuse to reimburse travel expenses that are not in accord with these policies.

(g) Non-Reimbursable Expenses. The SFMTA will not reimburse Contractor for any of the following expenses:

i. Contractor's and subcontractors' personnel relocation costs.

ii. Purchases of office and field supplies or equipment, unless the supplies or equipment are: (1) not ordinary or typical supplies and equipment; and (2) uniquely required of this Project; and (3) serving only this Project. If all three requirements are met, the costs shall be separately identified in the Task Order. These supplies or equipment will then need to be turned over to the SFMTA at the end of the Contract.

iii. Vehicle expenses that are beyond those calculated on a cost-per-mile or lease basis. Vehicle expenses calculated on a cost-per-mile basis for travel within a 100-mile radius of the City will not be reimbursable unless otherwise approved by the SFMTA in advance as being necessary (e.g., no viable public transit options available).

iv. Any travel expenses, including transportation, meals, and lodging costs, that are not approved by the SFMTA.

v. Any overnight courier services extending outside of the Bay Area between Contractor offices except as approved by the SFMTA.

vi. Any personal or entertainment expenses.

vii. Computer usage.

viii. Facsimile and telecommunications expenses.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments until the SFMTA approves the Services delivered, provided, however, SFMTA's approval shall not be unreasonably withheld or delayed. Payments to Contractor by the City shall not excuse Contractor from its obligation to replace the unsatisfactory Services even if the unsatisfactory character was apparent or could have been detected at the time such payment was made. Non-conforming Services may be rejected by the SFMTA and in such case must be replaced by Contractor without delay at no cost to the SFMTA. It is expressly understood that "satisfactory," "satisfaction," "satisfactorily," and any derivations thereof as used throughout this Agreement shall mean Contractor's Services are in accordance with the terms, conditions, standard of care, and criteria as specified in this Agreement and an applicable Task Order and the standard of care as defined in Article 4.8 of this Agreement.

3.3.3 Withhold Payments. If Contractor fails to provide the Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due to Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.3.4 Invoicing. Contractor shall invoice the SFMTA for the Services provided under this Agreement on a timely basis, and in no event later than 30 Days after delivery of the Services or as specified in Appendix B, except for the last invoice of the fiscal year which must be submitted within 15 Days before the end of July. Invoices submitted by Contractor must be in a form acceptable to the Controller and the SFMTA, and include a unique invoice number and a specific invoice date. Payment shall be made by the City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. Contractor shall submit invoices for all allowable charges incurred in the performance of each Task Order. No more than

one invoice shall be submitted per Task Order in a month. For Task Orders based on a negotiated number of hours, Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in the Task Order. For Task Orders based on a lump-sum price, Contractor shall provide an invoice to the SFMTA as a one-time lump sum amount upon completion of the Task Order, or a percentage or dollar amount per milestone each month, in either case as defined in the Task Order. Each Contractor invoice shall contain the following information, and invoices that do not include all required information or contain inaccurate information will not be processed for payment:

(a) Contract Number

(b) Task Order Number

(c) Purchase Order Number for the Task Order

(d) A copy of the receipts for all expenses invoiced

(e) Description of the Services performed and/or goods delivered

(f) PeopleSoft Supplier Name and ID

(g) Name, position, direct hourly rate and hours worked of employee(s) whose labor is invoiced except where Contractor invoices for a Deliverable that is priced in the Task Order as a lump sum, or as estimated milestone payments described in the Task Order budget

(h) Other direct costs

(i) Subcontractor costs supported by invoice itemization in the same format as described here

(j) Profit for current invoice period. Profit will be calculated as a prorated portion of the total profit for the task for which Contractor seeks payment. Profit will be for an amount not to exceed seven percent of the total Task Order value

(k) No mark-up will be permitted on subcontractor labor charges or Other Direct Costs (ODCs)

(l) Contract payment terms

(m) Sales/use tax (if applicable)

(n) Total costs

(o) Form 7: CMD Progress Payment Form: If the CMD Progress Payment Form is not submitted with Contractor's invoice, the SFMTA will notify the Controller's Office and Contractor of the omission. If Contractor's failure to provide the CMD Progress Payment Form is not explained to the SFMTA's satisfaction, the SFMTA will notify the Controller to withhold 20 percent of the

payment due pursuant to that invoice until the Progress Payment Form is provided.

3.3.5 LBE Payment and Utilization Tracking System. LBE Subcontracting Participation Requirements apply to this Agreement. Contractor shall: (a) within three business days of the SFMTA's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) within 10 business days of the SFMTA's payment of any invoice to Contractor, confirm its payment to subcontractors using the B2GNow System (https://sfmta.diversitycompliance.com/) unless instructed otherwise by CCO. Failure to submit all required payment information to the B2GNow System with each payment request may result in the withholding of 20% of subsequent payments due.

3.3.6 Reserved. (Grant-Funded Contracts)

3.3.7 Payment Terms

(a) Payment Due Date. Unless the SFMTA notifies Contractor that a dispute exists, Payment shall be made within 30 Days, measured from (1) the rendering of the Services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date City issued a check to Contractor or, if Contractor agreed to electronic payment, the date City has posted the electronic payment to Contractor.

(b) Reserved. (Payment Discount Terms)

3.4 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make copies of such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 Submitting False Claims. The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section.

3.6 Payment of Prevailing Wages.

3.6.1 Covered Services. Services to be performed by Contractor under this Agreement will involve the performance of work covered by Articles 101 through 107 of the San Francisco Labor and Employment Code, as applicable, including without limitation the

California Labor Code provisions incorporated therein (collectively, "Covered Services"), all of which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 Wage Rates. The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Contractor agrees that it shall pay not less than the, highest general Prevailing Rate of Wages to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of the Prevailing Rate of Wages as fixed and determined in accordance with Labor and Employment Code Section 103.2 are available from the City's Office of Labor Standards and Enforcement (OLSE) and are on file at the Department's principal office or at the job site and shall be made available to any interested party on request.

3.6.3 Subcontract Requirements. Contractor shall insert in every subcontract for the performance of Covered Services under this Agreement a provision requiring subcontractor to pay all persons performing labor in connection with Covered Services under the subcontract not less than the highest general prevailing rate of wages as determined by the Board of Supervisors for such labor and services.

3.6.4 Job Site Notices and Records. Contractor shall prominently post at each job site a sign informing employees that the work is subject to the City's Prevailing Wage requirements and that these requirements are enforced by OLSE. Contractor shall also maintain a sign-in and sign-out sheet in a format prescribed by OLSE showing which employees are present on the job site.

3.6.5 Payroll Records. Contractor shall keep or cause to be kept, for a period of four years from the date of completion of the subject work, complete and accurate payroll records for all workers performing Covered Services, including without limitations time cards, trust fund reports, apprenticeship agreements, accounting ledgers, tax forms, proof of payment, and superintendent and foreperson daily logs for all trades workers performing work. Such records shall include the name, address and social security number of each worker who provided Covered Services, including apprentices, their classification, a general description of the Services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall perform any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives.

3.6.6 Certified Payrolls . Contractor shall prepare certified payrolls for the period involved for all employees, including those of subcontractors, who performed Covered Services. Contractor and each subcontractor performing Covered Services shall electronically submit certified payrolls to the City using OLSE's certified payroll reporting system. Contractor

and all subcontractors that will perform Covered Services shall attend a training session on the preparation and electronic submission of certified payroll records provided by City. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

3.6.7 Compliance Monitoring. Covered Services performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements. Contractor agrees that (i) OLSE shall have the right to engage in random inspections of job sites and have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks, and (ii) OLSE may audit such records of Contractor and any subcontractors as it reasonably deems necessary. Failure to comply with these requirements may result in penalties and forfeitures pursuant to the California Labor Code, including Section 1776(h), as amended from time to time, and San Francisco Labor and Employment Code Article 101 through 107, as applicable.

3.6.8 Remedies. Should Contractor, or any subcontractor performing Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Agreement or subcontract for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in the San Francisco Labor and Employment Code and/or California Labor Code Section 1775. City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services stated in Appendix A (Scope of Services). Officers and employees of the City are not authorized to request and the City is not required to compensate for Services beyond those stated.

4.2 Changes. The SFMTA may at any time, by a written order, make changes within the general scope of this Agreement. Such change shall serve to modify this Agreement to the extent necessary to execute the change as directed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Services under this Agreement, whether changed or not changed by the order, the SFMTA shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement accordingly. Contractor must assert its right to an adjustment under this article within three business days from the date of receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if the SFMTA decides that the facts justify it, the SFMTA may receive and act upon a

proposal submitted at any time before final payment of the Agreement. If Contractor's proposal includes the cost of equipment or materials made obsolete or excess by the change, the SFMTA shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under Section 11.6 (Dispute Resolution Procedure). However, nothing in this provision shall excuse Contractor from proceeding with the Agreement as changed.

4.3 Task Order Procedures. Contractor shall perform the Services under Task Orders the SFMTA issues in accordance with the process described below.

4.3.1 Task Order Requirements. The SFMTA will define requirements for Task Orders.

(a) Task Order Scope of Work. The Task Order scope of work, cost and estimated time to perform the task fully will be agreed upon in advance of the start of work on the task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below. The cost of preparing invoices, including required LBE forms, and Contractor Task Order proposal must be incorporated into the overhead rate (as approved in Appendix B). Separately from overhead, project management time required by a particular Task Order may incorporate, but not be limited to, preparation of meeting materials, summary of meeting notes, a task monitoring system (e.g., bi-weekly project reports or monthly status updates). Contractor time spent managing or overseeing work performed by subcontractors will not be compensable.

(b) Presentations. In the performance of assigned tasks, Contractor, if requested by the City, shall prepare graphic and written presentations, and participate in presentations of said material to various City departments, commissions, and interested community groups.

(c) Current Workload and Available Resources. Contractor covenants that its current workload and the workload of its subcontractors will not affect the commencement and the progress of the work under a Task Order. Contractor shall have all the necessary professional, technical and support personnel, including those of the subcontractors, available, ready and mobilized to perform actual work within two weeks of the receipt of NTP on a particular Task Order. In addition, Contractor shall make good faith efforts to have all contracts signed with subcontractors within three weeks of NTP for the overall contract. Contractor shall provide copies of said subcontracts to the SFMTA upon request.

(d) Transmittal of Work Product. When requested by the SFMTA's Project Manager, and after completion of each task and subtask, Contractor shall transmit to the SFMTA all work product (duplicates and originals) produced or accumulated in the course of its and its subcontractors' work on this Agreement. Contractor's Project Manager shall have thoroughly reviewed and approved all Work Product and signed off as such prior to transmitting them to the SFMTA.

(e) The SFMTA's Responsibilities Regarding Submittals. The SFMTA will review and comment on Contractor's submittals generally within two calendar weeks of submittal. The SFMTA and Contractor will establish a timetable of submittals and reviews in the initial coordination meetings and include such a timetable in the approved Task Order. The SFMTA's review and comments of Contractor submittals shall in no way relieve Contractor of its independent responsibility to perform its own quality checks and review, nor shall any comment or review by the SFMTA relieve Contractor of its independent responsibility to provide submittals and deliverables in full compliance with local, state and federal codes, regulations and standards. If Contractor considers certain SFMTA review comments or directives, either written or oral, to require work efforts not included in the Task Order, Contractor shall within five business days of discovering the perceived extra work provide the SFMTA with either a written Contractor Request for Information under subsection 4.3.3 below, or a Contractor Proposal to proceed with additional work under subsection 4.3.4 below.

4.3.2 Task Order Request. The SFMTA will provide Contractor a Task Order request, using the form in Appendix C, that includes the following: (a) the scope of Services, including any Deliverables; (b) the deadline to respond to the Task Order request (i.e., deadline to prepare and submit Task Order proposal); and (c) the expected timeline (including any milestones) to complete the task.

4.3.3 Contractor Request for Information. Upon receiving a Task Order Request Form, Contractor shall request in writing any information or data it requires to complete the proposal and perform the Services under the Task Order. The Parties will reach agreement as to the availability and delivery time for this data and information during initial task negotiations.

4.3.4 Contractor Task Order Proposal. By no later than the deadline set forth in the Task Order request, Contractor shall prepare and submit to the SFMTA a Task Order proposal that includes, at minimum, the following items:

(a) A work plan that includes the following: (i) a detailed description, by task, and, if applicable, subtask of the scope of Services to be performed under the Task Order; (ii) Contractor's approach to perform the Services and complete the Task Order; and (iii) any information or data Contractor requires to perform the Task Order.

(b) A schedule to complete the Task Order, including key milestone dates to complete each task, subtask, and Deliverable, as applicable.

(c) A list of personnel and subcontractors Contractor proposes to work on each Task Order; and, for each personnel and subcontractor, a description of the task(s) or subtask(s) they will perform, and a resume indicating the personnel or subcontractor is qualified to perform that work. Resumes shall describe experience performing similar work.

(d) A detailed cost estimate for each task, subtask or Deliverable showing:

(i) Estimated number of hours and fully burdened hourly labor rates (as listed in Appendix B) for each personnel and subcontractor proposed to work on the Task Order. The following labor costs are not allowed, and shall not be included in Contractor's cost estimates: labor to prepare monthly invoices, labor to fill out required LBE forms, and administrative labor to manage subcontractors.

(ii) Estimated reasonable out-of-pocket expenses;

(iii) Proposed profit and mark-up, as follows:

1. Proposed profit of Contractor's work effort as a fixed fee amount not to exceed 7% percent of Contractor's estimated direct hourly labor rates and overhead costs; and

2. No mark-up will be permitted on subcontractor labor charges or Other Direct Costs (ODCs).

4.3.5 Negotiation of Cost and Profit. The SFMTA Project Manager will review the Task Order proposal and negotiate with Contractor pricing for the Task Order, which shall be either a lump-sum price or actual direct costs plus a negotiated fixed overhead and negotiated profit subject not to exceed amounts indicated in Section 4.3.4(d)(iii).

4.3.6 Reserved. (Record of Negotiations).

4.3.7 LBE Subcontracting Participation Requirement. Upon completion of negotiations, Contractor shall provide Project Manager a memo describing the proposed LBE subcontracting participation associated with the Task Order. The memo shall include a table that lists (1) all firms performing work on the Task Order, (2) if the firm is an LBE, (3) the dollar value and percentage of work attributed with each firm, and (4) the overall calculated LBE participation for the Task Order. CCO will review the final negotiated Task Order scope and Contractor's LBE subcontracting participation memo, approve or deny the proposed LBE participation, and issue a memo to file by CCO. The LBE subcontracting participation assigned to each Task Order shall be tracked by the CCO as part of the overall LBE commitment the Contractor made at time of proposal and as set forth in the Agreement. Contractor must in good faith comply with the following:

- The individual LBE subcontracting participation percentage set for each Task Order.

- The overall LBE subcontracting participation requirement that it committed to (which includes the commitments Contractor made to each of its listed LBE subcontractors at time of proposal). See Section 10.3.1 (Local Business

Enterprise Utilization and Non-Discrimination in Contracting Ordinance) for more information on the LBE Program.

4.3.8 Notice to Proceed. The SFMTA will issue and send to Contractor a written notice to proceed (NTP), Task Order number, and purchase order after verifying that sufficient funds are available to pay for the Task Order. Contractor shall not commence work under any Task Order until it receives a corresponding NTP and purchase order from the SFMTA.

4.3.9 Changes to Task Order Pricing. Task Order pricing shall not be modified unless there is a material change in the Task Order's scope of work, in which case a new Task Order proposal, pricing negotiation, and notice to proceed shall be required before SFMTA approves the change in pricing. Changes in Task Order pricing of more than 25 percent will require that a new Task Order be proposed and approved by the SFMTA following the procedures detailed in this Section 4.3.

4.3.10 Failure to Agree on Terms of Task Order. In the event that the SFMTA and Contractor cannot reach agreement on the terms of the Task Order, the SFMTA may either cancel the Task Order and have the work accomplished through other available sources, or may direct Contractor to proceed with the task under such conditions as City may require to assure quality and timeliness of the task performance. Under no circumstances may Contractor refuse to undertake a City-ordered task.

4.4 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services for which it is contracted to provide through this Agreement, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with the City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at the City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule of a Task Order.

4.5 Subcontracting

Contractor may subcontract portions of the Services only upon prior written approval of the SFMTA. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. The SFMTA's execution of this Agreement constitutes its approval of the subcontractors listed below.

- AGS, Inc.
- Alta Planning and Design
- Applied Technology & Science
- City ID
- Civic Edge
- Corey, Canapary & Galanis
- Fall Line Analytics
- HNTB Corporation
- ICF Jones & Stokes, Inc.
- InterEthnica
- Jarrett Walker + Associates
- lowercase productions
- M Lee Corporation MSA Design & Consulting Services, Inc.
- Nelson\Nygaard Consulting Associates, Inc.
- Sertior
- SITELAB
- Telamon Engineering

4.6 Independent Contractor; Payment of Employment Taxes and Other Expenses

4.6.1 Independent Contractor. For the purposes of this Section 4.6, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor is an independent contractor and is wholly responsible for the manner and means by which it performs the Services and work required under this Agreement. Contractor, including its agents and employees will not represent or hold itself/themselves out to be employees of the City at any time. Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor is liable for its acts and omissions. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor, or any of its agents or employees. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with Section 4.6. Should City determine that Contractor is not performing in accordance with the requirements of Section 4.6, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such

notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.6.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past Services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to Section 4.6 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from Section 4.6.

4.7 Assignment. The Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by the SFMTA by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.8 Service Warranties. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.9 Reserved. (Liquidated Damages)

4.10 Reserved. (Performance Bond)

4.11 Reserved. (Fidelity Bond or Crime Insurance)

4.12 Emergency - Priority 1 Service. In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service with regard to the Services procured under this Agreement unless preempted by State and/or Federal laws. Contractor will make every good faith effort in attempting to deliver

Services using all modes of transportation available. In addition, the Contractor shall charge fair and competitive prices for Services ordered during an emergency and not covered under the awarded Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(c) Workers' Compensation Liability Insurance, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than $1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Liability Insurance)

(f) Reserved. (Cyber and Privacy Coverage)

(g) Reserved. (Pollution Liability Insurance)

5.1.2 Additional Insured

(a) The Commercial General Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must include as Additional Insured the City and County of San Francisco, and its Officers, Agents, and Employees.

(c) Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)

5.1.3 Waiver of Subrogation. The Workers' Compensation Insurance policy(ies) shall include a waiver of subrogation in favor of the City for all work performed by Contractor, and its employees, agents and subcontractors.

5.1.4 Primary Insurance

(a) The Commercial General Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Reserved. (Pollution Liability Insurance as Primary Insurance Endorsement)

5.1.5 Other Insurance Requirements

(a) Thirty Days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than 10 Days' notice shall be provided to the City. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties).

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, be maintained for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance including additional insured and waiver of subrogation status, as required, with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees, and the Contractor as additional insureds and waive subrogation in favor of the City, where required.

5.2 Indemnification

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, expenses, or claims for injury or damages (collectively, "Claims"), arising from or in any way connected with Contractor's performance of the Agreement, including but not limited to, any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personal identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except to the extent such indemnity is void or otherwise unenforceable under applicable law, and except where such Claims are the result of the active negligence or willful misconduct of City and are not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on, Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants, experts, and related costs, and City's costs of investigating any claims against the City.

5.2.2 In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues at all times thereafter.

5.2.3 Contractor shall indemnify, defend, and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.4 Under no circumstances will City indemnify, defend, or hold harmless Contractor.

5.3 Indemnification and Defense Obligations For Design Professionals. To the extent design professional services are performed under this Agreement, if any, the following indemnity and defense obligations shall apply:

5.3.1 Defense Obligations. To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.3.2 Indemnity Obligations. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.2.1.

5.4 Copyright Infringement . Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

5.5 Severability Clause Specific to Indemnification and/or Defense Obligations . To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence herein that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

5.6 Under no circumstances will City indemnify or hold harmless Contractor.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (CALCULATION OF TASK ORDER COMPENSATION AND CONTRACT NOT TO EXCEED AMOUNT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT,

IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Contractor to Pay All Taxes. Except for any applicable California sales and use taxes charged by Contractor to the City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by the City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Possessory Interest Taxes. Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to timely report on behalf of the City to the County Assessor the information required by San Francisco Administrative Code Section 23.39, as amended from time to time, and any successor provision. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination (Notice of Termination). The Notice of Termination shall specify the date on which termination of the Agreement shall become effective (Termination Date).

8.1.2 Upon receipt of the Notice of Termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the Termination Date and to minimize the liability of Contractor and City to third parties as a result of the termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Completing performance of any Services that the SFMTA requires Contractor to complete prior to the Termination Date

(b) Halting the performance of all Services on and after the Termination Date.

(c) Cancelling all existing orders and subcontracts by the Termination Date, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(d) At the SFMTA's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts cancelled. Upon such assignment, the SFMTA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the cancellation of such orders and subcontracts.

(e) Subject to the SFMTA's approval, settling all outstanding liabilities and all claims arising out of the cancelled orders and subcontracts.

(f) Taking such action as may be necessary, or as the SFMTA may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the SFMTA has or may acquire an interest.

8.1.3 Within 30 Days after the specified Termination Date, Contractor shall submit to the SFMTA an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services provided prior to the Termination Date, for which the SFMTA has not already made payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total

of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of the SFMTA, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling and returning material or equipment, delivered to the SFMTA or otherwise disposed of as directed by the SFMTA.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of such materials and not otherwise recovered by or credited to the SFMTA, and any other appropriate credits to the SFMTA against the cost of the Services or other work.

8.1.4 In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the Termination Date, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 Payment Obligation. City's payment obligation under Section 8.1 (Termination for Convenience), shall survive termination of this Agreement.

8.2 Termination for Default; Remedies

8.2.1 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims
4.7	Assignment
Article 5	Insurance and Indemnity
Article 7	Payment of Taxes
10.3.6	Alcohol and Drug-Free Workplace
11.10	Compliance with Laws
Article 13	Data and Security

(b) Contractor fails or refuses to perform the Services or to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 10 Days after written notice thereof from the SFMTA to Contractor or from when Contractor otherwise becomes aware of the Event of Default. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, in addition to all other remedies available to the SFMTA, the SFMTA may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five Days for Contractor to cure the default.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor, or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor, or with respect to any substantial part of Contractor's property; (ii) constituting an order for relief or approving a petition for relief, reorganization or arrangement, any other petition in bankruptcy or for liquidation, or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 Default Remedies. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. Contractor shall pay to City on demand all costs and expenses incurred by City arising from the Event of Default and/or in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall also have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or

expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent in accordance with Article 11.

8.3 Non-Waiver of Rights. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration

8.4.1 Section 8.4 (Rights and Duties upon Termination or Expiration) and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
Article 5	Insurance and Indemnity
6.1	Liability of City
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.1.6	Payment Obligation
8.2.2	Default Remedies
9.1	Ownership of Results
9.2	Works for Hire
11.6	Dispute Resolution Procedure
11.7	Agreement Made in California; Venue
11.8	Construction
11.9	Entire Agreement
11.10	Compliance with Laws
11.11	Severability
Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Promptly upon expiration of this Agreement, or promptly upon receipt by Contractor of notice of termination of this Agreement, Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any Deliverables, work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors, in the Deliverables, any partially-completed Deliverables and related materials shall become the property of and will be transmitted to City. Unless expressly authorized in writing by the SFMTA, Contractor may not retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. All copyrights in Deliverables that are considered works for hire under Title 17 of the United States Code, shall be the property of the City. If any such Deliverables are ever determined not to be works for hire under federal law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon its subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities provided that any such use is in conformance with the confidentiality provisions of this Agreement, notwithstanding the foregoing, and any provision to the contrary herein, intellectual property owned or created by any third party other than Contractor, its subcontractors, or the City ("Third-Party Content"), and inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Contractor or its subcontractors prior to or independently of their performance of this Agreement ("Background IP"), including such Third-Party Content or Background IP that Contractor or its subcontractors may employ in its performance of this Agreement, or may incorporate into any part of the Deliverables, shall not be the property of the City. Contractor, or its subcontractors as applicable, shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all such Background IP. Contractor and its subcontractors as applicable, grant the City an irrevocable, non-exclusive, non-transferable, royalty-free license in perpetuity to use, reproduce, prepare derivative works based upon, distribute, disclose, derive from, perform, and display, such Background IP, but only as an inseparable part of, and only for the purpose intended by creation of, the Deliverables. In the event the Deliverables contain, or

incorporate any Third-Party Content, or derivative work based on such Third-Party Content, or any compilation that includes such Third-Party Content, Contractor shall secure all licenses to any such Third-Party Content, but only as an inseparable part of the Deliverables, where such licenses are necessary for the City to utilize and enjoy Contractor's services and the Deliverables for their intended purposes.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca/%20.

10.2 Governmental Conduct Related Contractual Obligations.

10.2.1 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the SFMTA if it becomes aware of any such fact during the term of this Agreement.

10.2.2 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.2.3 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves; (ii) a candidate for that City elective office; or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or 12 months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief

executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.3 Employment Related Contractual Obligations.

10.3.1 Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall meet the LBE subcontracting commitment percentage(s) made in its submittal documents. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.3.2 Minimum Compensation Ordinance. San Francisco Labor and Employment Code Article 111 applies to this Agreement. Contractor shall pay covered employees no less than the minimum compensation required by Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Article 111.

10.3.3 Health Care Accountability Ordinance. San Francisco Labor and Employment Code Article 121 applies to this Agreement. Contractor shall comply with the requirements of Article 121. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.3.4 First Source Hiring Program. Contractor must comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement; and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.3.5 Reserved. (Working with Minors)

10.3.6 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.3.7 Nondiscrimination in Contracts . Contractor shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Articles 131 and 132.

10.3.8 Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Article 131.2.

10.4 Environmental Related Contractual Obligations.

10.4.1 Reserved. (Packaged Water Prohibition)

10.4.2 Tropical Hardwood and Virgin Redwood Ban .Pursuant to San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.4.3 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.4.4 Reserved. (Sugar-Sweetened Beverage Prohibition)

10.5 Reserved. (Slavery Era Disclosure)

10.6 Reserved. (Nonprofit Contractor Requirements)

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Matthew Boyle
Senior Administrative Analyst
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Matthew.Boyle@sfmta.com
(415) 579-9751

To Contractor: Dana Weissman, AICP, RSP1 | Principal
Fehr & Peers
345 California Street, Suite 450
San Francisco, CA 94104
D.Weissman@fehrandpeers.com
(415) 426-2525

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least 10 Days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Laws Requiring Access for People with Disabilities.

11.2.1 Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

11.2.2 Contractor shall provide technical assistance to City when responding to reasonable accommodation requests from City employees respecting their use of the information content and technology (ICT) and/or Services provided under this Agreement.

11.2.3 Contractor shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content

Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications. Contractor shall ensure that all ICT provided under this Agreement fully conforms to the Department of Justice's Title II rules and the applicable Revised 508 Standard, prior to delivery and before the City's final acceptance of the Services and/or Deliverables.

11.3 Incorporation of Recitals. The matters recited in the Recitals section of this Agreement are a substantive portion of this Agreement and are hereby incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all City records related to its formation, Contractor's performance of Services, and City's payment may be subject to the California Public Records Act, (California Government Code §7920.000 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement and under the policy of the SFMTA Board of Directors. Contractor must submit the Contract Modification Form (CMD Form 10) along with the required supporting documentation to the CCO and obtain prior CCO approval for any amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders that cumulatively increase the last CCO approved value by 20%.

11.6 Dispute Resolution Procedure

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. The City may elect, in its sole discretion, to participate in informal dispute resolution proceedings. Disputes will not be subject to binding arbitration. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under Section 11.6.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This Agreement including the Appendices sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of the City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. If the Appendices to this Agreement include any Contractor terms, Contractor agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflict in language between the City's terms and Contractor's terms, the City's terms shall take precedence. Any hyperlinked terms included in Contractor's terms shall have no legal effect.

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests, and other legal requests (Legal Requests) related to any City Data under this Agreement, and in no event later than 24 hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including,

without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

11.15 No Third-Party Beneficiaries. .The representations, warranties and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

Article 12 SFMTA Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements

12.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletrainingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.1.2 By entering into this Agreement, Contractor agrees that in the event Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars ($1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information

13.1.1 Protection of Private Information. If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include

proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry (PCI) Requirements)

13.3 Reserved. (Business Associate Agreement)

13.4 Management of City Data

13.4.1 Use of City Data . Contractor agrees to hold City Data received from, or created or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is prohibited, absent prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors, or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, and/or machine learning from the data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 Use of Generative Artificial Intelligence in Deliverables. Contractor may use Generative Artificial Intelligence in developing Deliverables through commercially available business or enterprise versions that do not use Contractor's or City's inputs or outputs to train the provider's models. Contractor shall remain responsible for reviewing and verifying all Deliverables and for complying with the confidentiality and data-security requirements of this Agreement. Any other use of Generative Artificial Intelligence requires the City's prior written consent. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 9 (Rights in Deliverables), or the City Data confidentiality and security requirements under Article 13 (Data and Security), of this Agreement.

13.4.3 Disposition of City Data. Except as otherwise provided for in this Agreement, upon City's request termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than 30 Days, return all City Data given to or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from the City that City Data has been successfully transferred to the City, Contractor shall within 10 business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files hosted environments used in performance of this Agreement (including its subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide the City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or the most current industry standard.

13.5 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of the City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within 24 hours of the discovery of such, but within 12 hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other the City may have. The City shall conduct all media communications related to such Leak.

13.7 Cybersecurity Risk Assessment. If a Cybersecurity Risk Assessment (CRA) was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 14 Appendices

14.1 Appendices. The following Appendices ("Appendices" in the plural and each an "Appendix" in the singular) are hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

A: Scope of Services

B: Calculation of Charges

C: Task Order Request Form

Article 15 MacBride and Signature

15.1 MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Chapter 12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	**CONTRACTOR**
San Francisco **Municipal Transportation Agency** _____ Julie B. Kirschbaum Director of Transportation Authorized By: Municipal Transportation Agency Board of Directors Resolution No: _____ Adopted: _____ Attest: _____ Secretary to the Board Approved as to Form: David Chiu City Attorney By: _____ Annie Smiddy Deputy City Attorney	**Fehr & Peers** Chris Mitchell Chris Mitchell CEO <u>Acknowledgement of Large Vehicle Driver Safety Training Requirements</u>: By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements. City Supplier Number: 0000020265

4907-2307-3746v.1

Appendices

A: Scope of Services
B: Calculation of Charges
C: Task Order Request Form

Appendix A
Scope of Services

I. Description of Services

Contractor agrees to perform the following Services pursuant to the terms and conditions of this Agreement with SFMTA, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by professionals providing similar services, currently practicing, under similar circumstances.

All personnel performing work under the awarded Contract(s) must hold and maintain all professional licenses, certifications, and/or registrations required for the discipline(s) in which they will be providing services. The selected Contractor(s) shall be responsible for ensuring that all such credentials remain valid throughout the duration of the Contract.

The following are work tasks related to as-needed transportation planning, design, and traffic engineering services and transportation analysis and documentation services. In each Task Order, the SFMTA will set forth a detailed scope of Services to be performed.

From time-to-time, it could be necessary for the consultant staff to perform the work on-site at the SFMTA offices to perform day-to-day services (e.g., CAD work). In advance of this work occurring, the SFMTA and Contractor will agree on the parameters of this work arrangement.

1. Transportation Planning, Design, and Traffic Engineering Services

a. Propose and evaluate physical design improvements for complete streets projects, Parking related projects, and Parking and intermodal facilities such as transit hubs.
b. Recommend designs to improve traffic circulation patterns to reduce conflicts between transportation modes, including signalization, roadway design, and traffic.
c. Recommend and/or assess bicycle and pedestrian project designs in support of Vision Zero and Bicycle Strategy projects.
d. Drafting various design standards based on industry best practices.
e. Perform arterial, freeway, and other operational analysis using Highway Capacity Manual and related methodologies and software programs.
f. Conduct micro-simulation (e.g., Vissim) to review potential changes to the network, including but not limited to signals, signal progression, transit signal priority treatments, etc.
g. Conduct feasibility-level engineering studies.
h. Develop materials to convey transportation engineering analysis and recommendations to the general public through various written and visual media including but not limited to justifications, 3D renderings, maps and charts.

i. Perform intersection and roadway safety analysis using Highway Safety Manual and related methodologies.
j. Develop and perform project screening and prioritization.
k. Transportation Equity Analysis.
l. Support the environmental review process by preparing CEQA and NEPA environmental documents in coordination with SFMTA and the Planning Department. This includes:
    i. Determining the appropriate level of environmental review, preparing technical studies, and drafting documents such as Exemptions, Initial Studies, EIRs, and NEPA assessments, as well as supporting compliance with Section 106 and 4(f).
    ii. Conducting or reviewing technical studies across a range of disciplines including transportation, air quality, noise, cultural and biological resources, hazardous materials, and climate-related impacts such as sea level rise. Analyses will align with SFMTA and Planning Department guidelines and support comprehensive environmental evaluations.
    iii. Assisting with public and agency outreach, respond to comments on environmental documents, and support mitigation monitoring and reporting. They may also prepare memos on environmental procedures and track regulatory changes to ensure compliance with evolving CEQA and NEPA requirements.

2. Transportation Analysis and Documentation Services

The Consultant(s) selected shall be responsible for data collection, analytics and presentation of findings. The tasks shall include but not be limited to the following:

a. Pedestrian, bicycle, and vehicle circulation and parking utilization surveys, turning movement and directional counts of multiple modes (including but not limited to speed surveys, tube counts, vehicle classification, video counts, manual counts etc.). Counts may need to be coordinated across the city and include numerous locations. Data collection information will be in the format specified by the SFMTA, but must include and is not limited to the following information:
    i. Date / Times.
    ii. Location including photo and GPS coordinates. If counts performed by camera, a snapshot of video view is acceptable.
    iii. Name and contact information of consultant performing the count effort.
    iv. Naming convention: Raw files must be named per SFMTA protocol for Official Records as follows:
        1) <u>For Machine Counts</u>: Street Name_Direction of Approach_Cross Street (i.e., 30TH ST EB EAST OF GUERRERO)
        2) <u>For Turning Movement Counts by Hand</u>: Street Name_Cross Street_Time of Day (i.e., LAGUNA CLAY PM)

v. If multiple days or data points, deliverables must be formatted as one Microsoft Excel file with multiple tabs (versus sending us multiple files for same location).
vi. Complex intersections may require confirmation of geometrics (legs of the intersection, N/S naming convention, etc.) prior to completing turn counts.
vii. Writable Microsoft Excel file format is default unless expressed otherwise by SFMTA.

b. Development, application, and analysis of surveys and market research of people using specific modes of travel to understand demographics, origins and destinations, trip making patterns, and other factors influencing travel mode choice. This could include intercept type surveys and license plate collection surveys.
c. Research and analysis of transportation policies, including existing City and SFMTA-specific policies, and global and US/North American best practices. Outcomes to include recommendations for strategic policies.
d. Conduct analysis of existing agency data and data from external vendors to identify and analyze travel markets, parking utilization and pricing, transit ridership, congestion metrics as well as other performance metrics.
e. Conduct Cost/Benefit analysis for transportation related projects, including federal TIGER grant applications and conduct value capture analysis of benefits of major transit investments adjacent to new development.
f. Provide support with development of grant proposals.
g. Lead and/or support the development and implementation of revenue models and analysis for citywide variable-rate pricing related to parking; conduct nexus studies for rates and fees.
h. Applying range of geospatial analysis techniques to available or developed geospatial data sets. Lead and/or support the development of geospatial data that depicts the transportation system or other relevant data.
i. Conduct before and after studies for project implementation. This could include using tools such as Synchro or Vissim to measure modal performance.
j. Synthesize data collected and results of analysis into well written and easily understood memorandums and/or reports, including providing well designed graphics that convey technical information.
k. Support development of area-specific (e.g., neighborhood) parking management plans.
l. Develop travel demand forecasting and volume projections for all modes.
m. Develop web-based data collection/presentation tools.

II. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports

is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

III. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be Matthew.Boyle@sfmta.com.

IV. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Appendix B
Calculation of Charges

Table 1: Direct and Fully Burdened Hourly Labor Rates by Positions for Contractor and all Subcontractors

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
Fehr & Peers	Principal - Category A	Bachelor's or more advanced degree, 20+ years experience	$132.21	$369.02
Fehr & Peers	Principal - Category B	Bachelor's or more advanced degree, 20+ years experience	$125.00	$348.90
Fehr & Peers	Principal - Category C	Bachelor's or more advanced degree, 18+ years experience	$118.75	$331.46
Fehr & Peers	Principal - Category D	Bachelor's or more advanced degree, 18+ years experience	$107.21	$299.24
Fehr & Peers	Principal - Category E	Bachelor's or more advanced degree, 16+ years experience	$101.44	$283.14
Fehr & Peers	Principal - Category F	Bachelor's or more advanced degree, 16+ years experience	$99.52	$277.78
Fehr & Peers	Principal - Category G	Bachelor's or more advanced degree, 14+ years experience	$95.19	$265.69
Fehr & Peers	Principal - Category H	Bachelor's or more advanced degree, 14+ years experience	$90.87	$253.64
Fehr & Peers	Senior Associate - Category A	Bachelor's or more advanced degree, 12+ years experience	$87.02	$242.89
Fehr & Peers	Senior Associate - Category B	Bachelor's or more advanced degree, 12+ years experience	$84.62	$236.19
Fehr & Peers	Senior Associate - Category C	Bachelor's or more advanced degree, 10+ years experience	$81.73	$228.12

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
Fehr & Peers	Senior Associate - Category D	Bachelor's or more advanced degree, 10+ years experience	$75.96	$212.02
Fehr & Peers	Associate - Category A	Bachelor's or more advanced degree, 8+ years experience	$74.28	$207.33
Fehr & Peers	Associate - Category B	Bachelor's or more advanced degree, 6+ years experience	$68.03	$189.89
Fehr & Peers	Senior Engineer/Planner - Category A	Bachelor's or more advanced degree, 5+ years experience	$64.90	$181.15
Fehr & Peers	Senior Engineer/Planner - Category B	Bachelor's or more advanced degree, 5+ years experience	$63.46	$177.13
Fehr & Peers	Senior Engineer/Planner - Category C	Bachelor's or more advanced degree, 4+ years experience	$58.17	$162.36
Fehr & Peers	Senior Engineer/Planner - Category D	Bachelor's or more advanced degree, 4+ years experience	$55.29	$154.33
Fehr & Peers	Engineer/Planner - Category A	Bachelor's or more advanced degree, 3+ years experience	$51.44	$143.58
Fehr & Peers	Engineer/Planner - Category B	Bachelor's or more advanced degree, 3+ years experience	$50.24	$140.23
Fehr & Peers	Engineer/Planner - Category C	Bachelor's or more advanced degree, 2+ years experience	$48.08	$134.20
Fehr & Peers	Engineer/Planner - Category D	Bachelor's or more advanced degree, 2+ years experience	$46.88	$130.85
Fehr & Peers	Engineer/Planner - Category E	Bachelor's or more advanced degree, 1+ years experience	$45.43	$126.80
Fehr & Peers	Engineer/Planner - Category F	Bachelor's or more advanced degree	$43.99	$122.78
Fehr & Peers	Senior Project Coordinator/Accountant	4-year degree, 5+ years experience	$55.29	$154.33

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
Fehr & Peers	Project Coordinator/Accountant	4-year degree	$52.88	$147.60
Fehr & Peers	Intern	2+ years of college experience in relevant field	$35.00	$97.69
AGS, Inc.	Senior Principal Engineer	Bachelor of Science in Civil Engineering; 30+ years experience	$129.00	$346.17
AGS, Inc.	Principal Engineer	Bachelor of Science in Civil Engineering; 25+ years experience	$105.00	$281.77
AGS, Inc.	Senior Engineer	Bachelor of Science in Civil Engineering; 20+ years experience	$102.00	$273.72
AGS, Inc.	Associate Engineer	Bachelor of Science in Civil Engineering; 16 years experience	$78.00	$209.31
AGS, Inc.	Project Engineer/Geologist	Bachelor of Science in Civil Engineering, 10 years experience	$72.00	$193.21
AGS, Inc.	Senior Staff Engineer/Geologist	Computer Science, LDD, & C3D coursework; 12+ years experience	$65.00	$174.43
AGS, Inc.	Staff Engineer/Geologist	Bachelor of Science in Civil Engineering; 2 years experience	$50.00	$134.18
Alta Planning + Design, Inc.	Executive Principal - Category A	Bachelor's or more advanced degree, 20+ years experience	$130.41	$381.96
Alta Planning + Design, Inc.	Executive Principal - Category B	Bachelor's or more advanced degree, 18+ years experience	$116.42	$340.98
Alta Planning + Design, Inc.	Principal, Executive Principal - Category A	Bachelor's or more advanced degree, 16+ years experience	$103.74	$303.84
Alta Planning + Design, Inc.	Principal, Executive Principal - Category B	Bachelor's or more advanced degree, 16+ years experience	$96.86	$283.69
Alta Planning + Design, Inc.	Sr. Associate, Principal, Executive Principal	Bachelor's or more advanced degree, 14+ years experience	$92.76	$271.68

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
Alta Planning + Design, Inc.	Sr. Associate, Principal	Bachelor's or more advanced degree, 14+ years experience	$88.34	$258.74
Alta Planning + Design, Inc.	Leader, Sr. Associate, Principal	Bachelor's or more advanced degree, 12+ years experience	$82.19	$240.73
Alta Planning + Design, Inc.	Associate II, Sr. Associate, Director, Principal	Bachelor's or more advanced degree, 10+ years experience	$74.91	$219.40
Alta Planning + Design, Inc.	Associate I, Associate II, Sr. Associate	Bachelor's or more advanced degree, 9+ years experience	$70.67	$206.99
Alta Planning + Design, Inc.	Level III, Associate I, Associate II, Sr. Associate	Bachelor's or more advanced degree, 8+ years experience	$68.15	$199.60
Alta Planning + Design, Inc.	Level III, Associate I, Associate II - Category A	Bachelor's or more advanced degree, 6+ years experience	$58.05	$170.02
Alta Planning + Design, Inc.	Level III, Associate I, Associate II - Category B	Bachelor's or more advanced degree, 5+ years experience	$52.87	$154.85
Alta Planning + Design, Inc.	Level II, Level III, Associate I	Bachelor's or more advanced degree, 4+ years experience	$48.50	$142.05
Alta Planning + Design, Inc.	Level I, Level II, Level III - Category A	Bachelor's or more advanced degree, 2+ years experience	$43.46	$127.29
Alta Planning + Design, Inc.	Level I, Level II, Level III - Category B	Bachelor's or more advanced degree, 1+ years experience	$40.38	$118.27
Alta Planning + Design, Inc.	Level I, Level II	Bachelor's or more advanced degree	$37.36	$109.42
Alta Planning + Design, Inc.	Administration	4-year degree	$47.46	$139.01
Alta Planning + Design, Inc.	Inter/Specialist	2+ years of college experience in relevant field	$32.18	$94.25
Applied Technoly & Science, A-T-S	Principal / Senior review / QA/QC	Ph.D./ 35 years	$92.31	$240.01

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
Applied Technoly & Science, A-T-S	Principal Archeologist	Ph.D./40 years	$83.46	$217.00
Applied Technoly & Science, A-T-S	Senior Archaeologist	M.A./10 Years	$55.00	$143.00
Applied Technoly & Science, A-T-S	Project Control	M.A./25 Years	$78.07	$202.98
Corey, Canapary & Galanis	CEO/Team Leader	Bachelor of Arts; 23 years experience	$70.58	$137.63
Corey, Canapary & Galanis	Research Director/Project Manager	High School Graduate; 16 years experience	$48.06	$93.72
Corey, Canapary & Galanis	Chief Analyst	Bachelor of Arts; 13 years experience	$42.29	$82.47
Corey, Canapary & Galanis	Fieldwork Supervisors	Bachelor of Arts; 25+ years experience	$28.30	$55.19
Corey, Canapary & Galanis	Clerical/Data Entry	Various	$24.39	$47.56
Corey, Canapary & Galanis	Bilingual Interviewers	Various	$32.89	$64.14
Corey, Canapary & Galanis	Field Interviewers	Various	$24.39	$47.56
City ID	Strategy & Development Director I	BA 3D Design (Industrial); 15+ years experience	$ 107.40	$339.38
City ID	Strategic Director VI	BS Environmental Planning; 25+ years experience	$ 102.04	$322.45
City ID	Design Director V	BA Graphic Design or related field; 15+ years of experience	$ 96.67	$305.48

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
City ID	Lead Design Planner II	BA Graphic Design or related field; 13+ years of experience	$ 75.18	$237.57
City ID	Project Operations Manager II	BA Graphic Design or related field; 10+ years of experience	$ 75.18	$237.57
City ID	Senior Design Strategist III	BA Graphic Design or related field; 9+ years of experience	$ 76.14	$240.60
City ID	Senior Designer IV	BA Graphic Design or related field; 8+ years of experience	$ 58.37	$184.45
City ID	Senior Designer VI	BA Graphic Design or related field; 7+ years of experience	$ 67.12	$212.10
City ID	Senior Designer VIII	BA Graphic Design or related field; 6+ years of experience	$ 69.24	$218.80
City ID	Designer VI	BA Graphic Design or related field; 5+ years of experience	$ 45.06	$142.39
City ID	Designer VIII	BA Graphic Design or related field; 4+ years of experience	$ 54.13	$171.05
City ID	Cartographer II	BA Graphic Design or related field; 3+ years of experience	$ 27.92	$88.23
City ID	Artworker/Production Specialist V	BA Graphic Design or related field; 5+ years of experience	$ 54.13	$171.05
Civic Edge Consulting	Partner	Bachelor of Arts, Masters of Art, 10+ years experience	$103.31	$295.20
Civic Edge Consulting	Director	Bachelor of Arts, 8+ years experience	$53.72	$153.50
Civic Edge Consulting	Outreach Manager	Various	$40.81	$116.61
Fall Line Analytics	Principal	Bachelor’s or more advanced degree, 20+ years experience	N/A	$214.95
HNTB	National Practice Leader	Bachelor’s Degree in Engineering, 16 years experience	$255.36	$635.03

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
HNTB	Senior Program Manager	Bachelor's Degree in Engineering, 16 years experience	$196.96	$489.80
HNTB	Program Manager	Bachelor's Degree in related field, 12 years experience	$156.54	$389.28
HNTB	Senior Planner	Bachelor's Degree in Engineering, 16 years experience	$108.16	$268.97
HNTB	Project Manager II - Engineering	Bachelor's Degree in Engineering, 12 years experience	$100.80	$250.67
HNTB	Project Manager II	Bachelor's Degree in Engineering or related, 8 years experience	$78.56	$195.36
HNTB	Planner V	Bachelor's Degree in Urban Planning or related, 8 years experience	$75.84	$188.60
HNTB	Planner I	Bachelor's Degree in Landscape Architecture or related field	$43.28	$107.63
HNTB	Intern	2+ years college in related field	$31.76	$78.98
ICF Environmental, Inc.	Senior Project Director	Master of Arts / 30+ years experience	$112.68	$340.72
ICF Environmental, Inc.	Project Director	Master of Arts / 25+ years experience	$104.25	$315.23
ICF Environmental, Inc.	Technical Director	Bachelor of Arts/Master of Arts / 20+ years experience	$90.84	$274.68
ICF Environmental, Inc.	Senior Technical Analyst	Bachelor of Arts/Master of Arts / 20+ years experience	$77.84	$235.37
ICF Environmental, Inc.	Managing Consultant	Bachelor of Arts / 15+ years experience	$75.10	$227.09
ICF Environmental, Inc.	Senior Consultant III	Bachelor of Arts/Bachelor of Science / 15+ years experience	$72.35	$218.77

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
ICF Environmental, Inc.	Senior Consultant II	Bachelor of Arts/Bachelor of Science / 12+ years experience	$62.23	$188.17
ICF Environmental, Inc.	Senior Consultant I	Bachelor of Arts/Bachelor of Science / 10+ years experience	$55.65	$168.27
ICF Environmental, Inc.	Consultant II	Bachelor of Arts/Bachelor of Science / 12+ years experience	$54.72	$165.46
ICF Environmental, Inc.	Consultant I	Bachelor of Arts/Bachelor of Science / 10+ years experience	$52.68	$159.29
ICF Environmental, Inc.	Associate Consultant II	Bachelor of Arts/Bachelor of Science / 5+ years expereince	$49.43	$149.47
ICF Environmental, Inc.	Associate Consultant I	Bachelor of Arts/Bachelor of Science / 3+ years experience	$46.18	$139.64
ICF Environmental, Inc.	Assistant Consultant	Associate or Technical Degree / 3+ years experience	$43.68	$132.08
ICF Environmental, Inc.	Environmental Technician II	Bachelor of Arts/Bachelor of Science / 5+ years expereince	$43.79	$132.41
ICF Environmental, Inc.	Environmental Technician I	Bachelor of Arts/Bachelor of Science / 3+ years experience	$36.75	$111.12
ICF Environmental, Inc.	Administrative Technician	H.S. Diploma Required, Associate/Technical Degree Preferred	$40.21	$121.59
ICF Environmental, Inc.	Technician	Associate or Technical Degree / 3+ years experience	$38.83	$117.41
ICF Environmental, Inc.	Intern	Associate or Technical Degree	$26.00	$78.62
InterEthnica	Principal	BA / 26 years	$96.15	$269.22
InterEthnica	Vice President	MA / 20 years	$84.13	$235.56
InterEthnica	Associate Principal	MA / 12 years	$81.25	$227.50

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
InterEthnica	Project Manager - Research/Engagement	MA / 6 years	$60.20	$168.56
InterEthnica	Sr. Community Engagement Manager	BA / 26 years	$60.20	$168.56
InterEthnica	Project Manager - Language Access	BA / 11 years	$47.76	$133.73
InterEthnica	Sr. Outreach Ambassador - Category A	BA / 30 years	$47.23	$132.24
InterEthnica	Sr. Outreach Ambassador - Category B	MA / 6 years	$45.76	$128.13
InterEthnica	Senior Graphic Designer	MA / 20 years	$57.25	$160.30
InterEthnica	Senior Linguist	MA / 19 years	$69.63	$194.96
InterEthnica	Project Associate	MA / 6 years	$45.25	$126.70
Jarrett Walker & Associates	Founder & Principal	Ph.D., BA, 20+ years experience	$122.75	$318.56
Jarrett Walker & Associates	President	Master of Science / 7+ years experience	$99.22	$257.50
Jarrett Walker & Associates	Principal 2	Master of Science / 7+ years experience	$79.88	$207.30
Jarrett Walker & Associates	Principal 2 Europe	Master of Science / 7+ years experience	$64.90	$168.43
Jarrett Walker & Associates	Principal 1 Portland	Bachelor's in Engineering or related, 7+ years experience	$64.43	$167.21
Jarrett Walker & Associates	Principal 1 DC	Bachelor's in Engineering or related, 7+ years experience	$72.82	$188.98
Jarrett Walker & Associates	Sr Assoc 2 Portland	Bachelor's in Engineering or related, 7+ years experience	$64.43	$167.21

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
Jarrett Walker & Associates	Sr Assoc 2 DC	Bachelor's in Engineering or related, 7+ years experience	$68.77	$178.47
Jarrett Walker & Associates	Sr Assoc 1 Portland	Bachelor's in Engineering or related, 7+ years experience	$55.64	$144.40
Jarrett Walker & Associates	Associates	Bachelor's in Engineering or related, 5+ years experience	$46.70	$121.20
Jarrett Walker & Associates	Intern	Associate or Technical Degree	$28.21	$73.21
Jarrett Walker & Associates	Accounts Mgr	Various	$55.30	$143.51
Jarrett Walker & Associates	Office Mgr	Various	$34.54	$89.64
Lowercase Productions	Principal	BA Music, 20+ years experience	$110.00	$144.10
Lowercase Productions	Project Manager	BA Psychology	$105.00	$137.55
Lowercase Productions	Creative Director for Digital	BA Architecture	$110.00	$144.10
Lowercase Productions	Creative Director for Print, Signage and Outreach	BA Fine Arts, 20+ years experience	$110.00	$144.10
Lowercase Productions	UX/UI	BA Electrical Engineering	$105.00	$137.55
Lowercase Productions	Print Designer	BA Advertising, MA Graphic Design	$105.00	$137.55
M Lee Corporation	Chief Estimator	BS Quantity Surveying, 43 years experience	$103.00	$235.66
M Lee Corporation	Lead Estimator	MS Construction Engineering Management, 15+ years experience	$99.00	$226.51

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
M Lee Corporation	Sr. Estimator	MS Construction Engineering Management, 13+ years experience	$91.00	$208.21
M Lee Corporation	Cost Estimator	MS Construction Engineering Management, 5+ years experience	$67.00	$153.30
MSA Design & Consulting, Inc.	Principal I	Bachelor of Engineering, 25 years experience	$68.00	$159.80
MSA Design & Consulting, Inc.	Principal II	Bachelor of Engineering, 32 years experience	$81.00	$190.35
Nelson\Nygaard	Senior Principal	Bachelor's or more advanced degree; 15+ years experience	$134.21	$370.00
Nelson\Nygaard	Principal	Bachelor's or more advanced degree; 12+ years experience	$99.75	$275.00
Nelson\Nygaard	Associate Principal	Bachelor's or more advanced degree; 10+ years experience	$81.62	$225.00
Nelson\Nygaard	Senior Associate Engineer	Bachelor's or more advanced degree; 6+ years experience	$79.80	$220.00
Nelson\Nygaard	Senior Associate Planner	Bachelor's or more advanced degree; 5+ years experience	$70.73	$195.00
Nelson\Nygaard	Associate Engineer	Bachelor's or more advanced degree, PE; 3+ years experience	$65.29	$180.00
Nelson\Nygaard	Associate Planner	Bachelor's or more advanced degree, PE; 3+ years experience	$59.85	$165.00
Nelson\Nygaard	Associate EIT	Bachelor's or more advanced degree, PE; 3+ years experience	$59.85	$165.00
Sertior	Principal Planner	Masters degree, 20+ years experience	$125	$237.50
SITELAB Urban Studio	Founding Principal	Masters of Architecture in Urban Design; 20+ years experience	$132.21	$334.23

Firm	Title/Role	Education/ Experience	Direct Hourly Labor Rate	Fully Burdened Hourly Labor Rate* (Direct Hourly Labor Rate x Multiplier)
SITELAB Urban Studio	Associate Principal	Masters of Urban Planning; 10+ years experience	$79.33	$200.55
SITELAB Urban Studio	Director of Landscape Planning	Masters of Urban Design	$67.31	$170.16
SITELAB Urban Studio	Associate	Masters of Urban Design; 5+ years experience	$53.37	$134.92
Telamon Engineering Consultants, Inc	Principal	B.S. Civil Engineering, 20+ years experience	$90.41	$291.12
Telamon Engineering Consultants, Inc	Senior Project Manager	B.S. Civil Engineering, 15+ years experience	$94.02	$302.74
Telamon Engineering Consultants, Inc	Engineer III	B.S. Civil Engineering, 5+ year experience	$52.86	$170.21
Telamon Engineering Consultants, Inc	Engineer II	Bachelors' Degree in Engineering related field, 2+ year experience	$41.68	$134.21
Telamon Engineering Consultants, Inc	Engineer I	B.S. Civil Engineering, 1+ years experience	$35.96	$115.79
Telamon Engineering Consultants, Inc	CAD Drafter/Office Surveyor	Bachelor's Degree in Engineering related field, 5+ years experience	$45.24	$145.67
Telamon Engineering Consultants, Inc	Certified Chief of Party	B.S. in Civil Engineering, 5+ years experience	$63.09	$203.15
Telamon Engineering Consultants, Inc	Chief of Party	10+ years experience	$62.05	$199.80
Telamon Engineering Consultants, Inc	Chainman/Rodman	2+ years experience	$52.58	$169.31

** Fully Burdened Hourly Labor Billing Rate = Direct Hourly Rate x Multiplier listed in Table 2a*

Table 2a: Schedule of Overhead Rates for Contractor and all Subcontractors

Firm	Overhead (%)	Multiplier
Fehr & Peers	179.12%	2.7912
AGS, Inc.	168.35%	2.6835
Alta Planning + Design, Inc.	192.89%	2.9289
Applied Technoly & Science, A-T-S	160%	2.6
Corey, Canapary & Galanis	95%	1.95
City ID	216%	3.16
Civic Edge Consulting	185.74%	2.8574
Fall Line Analytics	N/A	N/A
HNTB	148.68%	2.4868
ICF Environmental, Inc.	202.38%	3.0238
InterEthnica	180%	2.8
Jarrett Walker & Associates	159.52%	2.5952
Lowercase Productions	31%	1.31
M Lee Corporation	128.8%	2.288
MSA Design & Consulting, Inc.	135%	2.35
Nelson\Nygaard	175.69%	2.7569
Sertior	90%	1.9
SITELAB Urban Studio	152.80%	2.528
Telamon Engineering Consultants, Inc	222%	3.22

Note: "N/A" denotes firms that do not have an overhead rate.

Table 2b. Profit and Markup for Contractor and Subcontractors

1. Profit to be negotiated (not to exceed 7%)

Table 3: Other direct cost (ODC) items required to complete the work described in this Agreement.

Firm	Other Costs	
	Item	Unit Cost
All firms	A/V equipment rental	at cost
All firms	Eblasts	at cost
All firms	Faxes	at cost
All firms	Mileage	IRS rate
All firms	Online Surveys	at cost
All firms	Postage/shipping	at cost
All firms	Phone	at cost
All firms	Printing	at cost
All firms	Refreshments or other event-related costs	at cost
All firms	Reports	at cost
All firms	Venue rental	at cost
AGS, Inc.	Permit	at cost
AGS, Inc.	Lab Testing	at cost
AGS, Inc.	Drilling Activities/Dump/Storage	at cost
AGS, Inc.	Utilities Locator	at cost
AGS, Inc.	Field Expenses	at cost
Alta Planning + Design, Inc.	In-office Printing 8.5x11 B&W	$0.20 per page
Alta Planning + Design, Inc.	In-office Printing 8.5x11 Color	$0.65 per page
Alta Planning + Design, Inc.	In-office Printing 11x17 B&W	$0.75 per page
Alta Planning + Design, Inc.	In-office Printing 11x17 Color	$1.00 per page
Alta Planning + Design, Inc.	In-office Plotting 24x36	$17.50 per page
Alta Planning + Design, Inc.	In-office Plotting 36x48	$32.50 per page
Alta Planning + Design, Inc.	In-office Plotting 36x72	$40.00 per page
Applied Technoly & Science, A-T-S	Record Search Fees	$1,200
InterEthnica	In-office Printing	$1.00 per page
InterEthnica	Online Surveys	$1,300 platform usage fee
InterEthnica	Eblasts	$150 per month platform usage fee

Firm	Other Costs	
	Item	Unit Cost
InterEthnica	Interpretation Equipment	$150 per transmitter $15 per headset $150 delivery fee
InterEthnica	Online Platform	$150 per meeting

Appendix C
TASK ORDER REQUEST FORM

Task Title: _____ **Date Initiated:** _____

Type of Request:

☐ **New Task Order- No.** XX

☐ **Modification No. ____ (attach approved original and all modifications to date)**

Total Amount Being Requested: **$ x,xxx.xx**

Total approved task to date (including all mods.): $ x,xxx.xx

Total task amount including this request: $ x,xxx.xx

Task Start Date: _____ **Modification Start Date:** _____

Estimated Completion Date: _____

Funding Source: _____ **Proposed Task LBE Goal:** **xxx.xx %**

Account: _____ **Fund:** _____ **Dept:** _____ **Authority:** _____

Project: _____ **Activity:** _____

Project Title: _____

Work to be Performed:

Proposed Staff and Budget:

NAME	HOURS	LOADED RATE	LABOR COST	ODCS	TOTALS
SubTotal Services					
SubTotal Profit (Enter NTE% from Contract] [Enter as a lump sum]					
Subcontractor Mark Up (Enter NTE% from Contract] [Enter as a lump sum]					
Other Direct Costs (ODCs) *See Contractor Proposal for a detailed description of all out-of-pocket expenses*					
TOTAL					

Grand Total This Task: $000,000

Notes:

Concurred by Contractor:

Signature: **Date:**

APPROVALS

Requested by: _____ **Date** _____
Name, Title

Approved by: _____ **Date** _____
Name, Contract/Project Manager

Reviewed by: _____ **Date** _____
Ashish Patel
Manager, Contracts & Procurement

Reviewed by: _____ **Date** _____
Alaric Degrafinried, DBE Liaison Officer

Approved by: _____ **Date** _____
Division Director, Title