

THIS PRINT COVERS CALENDAR ITEM NO.: 10.2

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan, with WSP USA Inc., for an in-depth facility and fleet assessment to support the SFMTA's facility and operational transition to a zero-emission battery electric bus fleet, in an amount not to exceed \$2,200,000, and for a term of two years with two one-year options to extend at the discretion of the Director of Transportation.

SUMMARY:

- In July 2019, the SFMTA released a Request for Proposals (RFP) for the Zero Emission Facility and Fleet Transition Plan to conduct a facility and fleet assessment at six SFMTA maintenance facilities and provide operational recommendations on transitioning to a battery electric bus (BEB) fleet.
- After evaluating proposals from four firms, the Agency issued a Notice of Intent to Negotiate with WSP USA Inc. (WSP), the highest-ranked proposer, in October 2019.
- Contract No. 2019-59 will provide a roadmap for the SFMTA's transition to BEB facilities and transit fleet vehicles, including these deliverables: a BEB Implementation Facility Master Plan, a BEB Operational Planning and Staffing Master Plan, and as-needed consultant services to support the fleet transition.

ENCLOSURES:

1. SFMTAB Resolution
2. SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan

APPROVALS:

	DATE
DIRECTOR <u></u>	<u>February 10, 2020</u>
SECRETARY <u></u>	<u>February 10, 2020</u>

ASSIGNED SFMTAB CALENDAR DATE: February 18, 2020

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PURPOSE

Authorizing the Director of Transportation to execute SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan, with WSP USA Inc., for an in-depth facility and fleet assessment to support the SFMTA's facility and operational transition to a zero-emission battery electric bus fleet, in an amount not to exceed \$2,200,000, and for a term of two years with two one-year options to extend at the discretion of the Director of Transportation.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item will meet the following goals and objectives of the SFMTA Strategic Plan and Transit First Policy Principles:

- Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.
 - Objective 2.1: Improve transit service.
 - Objective 2.2: Enhance and expand use of the city's sustainable modes of transportation.

- Goal 3: Improve the quality of life and environment in San Francisco and the region.
 - Objective 3.2: Advance policies and decisions in support of sustainable transportation and land use principles.
 - Objective 3.4: Provide environmental stewardship to improve air quality, enhance resource efficiency, and address climate change.

- Goal 4: Create a workplace that delivers outstanding service.
 - Objective 4.2: Improve the safety, security, and functionality of SFMTA work environments.

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.

10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

DESCRIPTION

Background

In May 2018, the SFMTA Board adopted a Zero Emission Vehicle Policy Resolution (ZEV Policy). Under the ZEV Policy, the SFMTA will begin procuring zero emission buses in 2025, with a goal of achieving a 100% battery electric vehicle fleet by 2035. This goal exceeds the California Air Resources Board's (CARB) mandate to achieve a zero-emission fleet by 2040. A key piece of the ZEV Policy is the Zero Emission Battery Electric Bus (BEB) Program.

In 2017, the SFMTA adopted the Facilities Framework, a capital plan to rebuild and expand the SFMTA's facilities to accommodate future fleet growth. At the time of its completion, the ZEV Policy had not yet been adopted. The capital improvement projects within the Facilities Framework are collectively referred to as the Building Progress Program. The Building Progress Program will rectify seismic, structural, or other safety hazards and will modernize bus maintenance facilities to adequately service the modern bus fleet. The Building Progress Program does not currently include projects that will transition the Agency's facilities to BEBs.

The SFMTA has established a BEB pilot program to purchase nine 40-foot zero emission BEBs from various manufacturers. The SFMTA will be purchasing three buses from each of three major U.S. electric bus Original Equipment Manufacturers (OEMs) and intends to test them extensively in regular revenue service within San Francisco.¹ The goal of the pilot program is to evaluate the performance, reliability, operability, and maintainability of the BEBs that are currently available on the market. The pilot program will also familiarize the SFMTA with electric bus charging infrastructure in order to prepare for future fleetwide adoption. The SFMTA will use this experience to understand how available electric bus models would perform in San Francisco and to plan BEB procurements starting in 2025.

The SFMTA operates a fleet of approximately 900 buses (diesel, hybrid electric, and electric trolley) from six maintenance and operations facilities. Modifications to these facilities to serve BEBs will be implemented through facility rebuilds and retrofits. Consistent with the ZEV Policy, the SFMTA will begin to replace its hybrid electric coaches with BEBs in 2025. This timeline should allow the SFMTA to deploy the necessary charging infrastructure to accommodate BEBs.

The SFMTA prepared a comprehensive BEB transition scope of services that requires the assistance of a third-party consultant. The consultant will help the SFMTA to access the best existing knowledge of the rapidly changing technology in the developing BEB industry. The consultant will work with the SFMTA to develop an in-depth facility and fleet assessment that addresses the following topics:

¹ The Agency is also exploring contracting with a fourth OEM of BEBs, Nova Bus, through a cooperative purchasing arrangement with the State of Virginia.

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- Total existing power supply and future power requirements by facility and across the Muni system for BEBs
- Capital infrastructure, building systems, and technology upgrades needed at each Muni bus maintenance facility to accommodate BEBs
- Risk management document identifying responsible agencies and utilities and analyzing backup power and emergency response solutions for facilities
- Review of the existing bus yard management and operations practices, with recommended modifications to operate BEBs out of each facility
- Detailed cost estimates and timelines for converting the facilities to BEBs, including which facilities should be prioritized in light of other planned capital projects
- Technical assistance so that the SFMTA may successfully submit an Independent Clean Transit ZEB Rollout Plan by June 2020, as required by CARB

Procurement Process

The SFMTA issued an RFP for Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan, in July 2019. The SFMTA received four responsive proposals—from WSP, Stantec, STV Inc., and Camdus. The SFMTA assembled a review panel, which determined that the WSP team submitted the highest-scoring proposal. The SFMTA sent a Notice of Intent to Negotiate to WSP in October 2019.

WSP has worked on the planning and design of over 750 maintenance and operations facilities across the U.S., including over 25 facilities that accommodate zero emission buses. WSP has worked on various projects with the SFMTA/Muni since the early 1970s.

The SFMTA's Contract Compliance Office (CCO) established an LBE contracting goal of 25% of the total value of the Contract. CCO reviewed the RFP responses and confirmed that WSP's response meets the LBE goal and the non-discrimination equal employment requirements of the Contract. The WSP team includes the following subconsultants, whose subject-matter expertise and LBE status is noted:

- AGS, Inc: civil/geotechnical engineering (LBE)
- BELLO & Associates: structural engineering (LBE)
- CHS Consulting Group: planning/traffic engineering (LBE)
- Robin Chiang & Company: architectural design (LBE)
- VGG Systems Corp: electrical engineering (LBE)
- Jacobs: energy management, bus technology/procurement
- M Lee Corporation: capital cost estimating

Scope of Work

Under SFMTA Contract No. 2019-59, WSP shall produce the following major tasks to support the zero-emission fleet transition:

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- Task 1: Existing Electrical Supply and Electrical Demand Baseline Assessment
- Task 2: Facility Power Needs and Technology Assessment
- Task 3: BEB Implementation Facility Master Plan
- Task 4: BEB Operational Planning and Staffing Master Plan
- Task 5: Assistance with ZEB Rollout Plan
- Task 6: Internal SFMTA Staff Workshops
- Task 7: Project Meetings/Status Reports
- Task 8: Other as-needed technical support and consultant services

STAKEHOLDER ENGAGEMENT

The SFMTA has been in conversations with internal and external stakeholders regarding the planned BEB transition. Since the ZEV Policy was adopted in 2018, these conversations have been part of the outreach processes for the Building Progress Program and Potrero Yard Modernization Project.

The SFMTA has also formed a dedicated group of internal stakeholders, the Zero Emission Fleets and Facilities Technical Advisory Committee (ZEFFTAC), to encourage interdepartmental conversations about the facilities, infrastructure, and operational requirements of a transition to BEBs.

ALTERNATIVES CONSIDERED

Alternatives to the proposed Contract include 1) utilizing in-house staff to prepare these transition plans, and 2) reducing the scope of work to isolate capital facility improvements and recommended operational changes into discrete tasks.

The SFMTA, and ZEFTAC specifically, analyzed various approaches to the BEB transition, particularly whether in-house staff could author the transition plans. This Contract scope is the culmination of ZEFFTAC's identifying scope items that require consultant assistance. Third-party consultant expertise is valuable in this instance because the electric transit vehicle industry is evolving rapidly. Because the SFMTA is not currently operating any BEBs, staff does not have the necessary expertise to create these plans. An analysis of how other transit agencies are deploying BEBs is also valuable. A consultant team that has successfully performed this type of work for other transit agencies can bring this expertise to the SFMTA.

The scope of work combines capital and operational recommendations. These could have been bifurcated into discrete scopes of work. However, ZEFFTAC felt that the interrelationships among facilities, charging infrastructure, and vehicles are so complex that isolating the scopes would leave large gaps in process and could threaten the implementation of the transition to BEBs. Through this Contract, the SFMTA will examine the experiences of other transit agencies to inform both infrastructure and staffing needs in combination. The BEB transition plan will

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tackle a complicated set of rapidly changing conditions. Consequently, a single master plan was determined to be the most comprehensive and seamless approach.

FUNDING IMPACT

The Contract will be paid for with local funds. The net funding impact to the SFMTA is up to \$2,200,000, which would be expended over a multi-year period.

ENVIRONMENTAL REVIEW

On November 8, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan is not a “project” under the California Environmental Quality Act (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

The City Attorney’s Office has reviewed this calendar item.

The Civil Service Commission approved this Contract at its July 15, 2019, meeting. The Contract value was increased through an administrative modification dated December 12, 2019.

RECOMMENDATION

Staff recommends that the Board authorize the Director of Transportation to execute SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan, with WSP for an in-depth facility and fleet assessment to support the SFMTA’s facility and operational transition to a zero-emission battery electric bus fleet, in an amount not to exceed \$2,200,000, and for a term of two years with two one-year options to extend at the discretion of the Director of Transportation.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, In May 2018, the SFMTA Board of Directors adopted Resolution No. 180515-080, the Zero Emission Vehicle Policy Resolution (ZEV Policy), thereby committing the SFMTA to start procuring zero emission battery buses to replace electric hybrid vehicles by 2025, with a goal of achieving a 100% electric vehicle fleet by 2035; and,

WHEREAS, The California Air Resources Board (CARB) has mandated that all California public transit agencies have zero-emission fleets by 2040; and,

WHEREAS, In 2017 and prior to the ZEV Policy, the SFMTA adopted the Facilities Framework, a capital plan to rebuild and expand the SFMTA's facilities to accommodate future fleet growth; and,

WHEREAS, In 2019, the SFMTA established a battery electric bus pilot program to purchase nine 40-foot, zero emission battery electric buses (BEBs) from various manufacturers to evaluate the performance, reliability, operability and maintainability of the BEBs that are currently available on the market, and to gain experience with electric bus charging infrastructure in order to prepare for future fleetwide adoption; and,

WHEREAS, SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan, provides an in-depth facility and fleet assessment to support the SFMTA's facility and operational transition to a zero-emission BEB fleet; and,

WHEREAS, In July 2019, the SFMTA issued a Request for Proposals for a Zero Emission Facility and Fleet Transition Plan; and,

WHEREAS, The SFMTA determined that the proposal received from WSP USA Inc. (WSP) was the highest-scoring proposal according to the selection criteria within the RFP; and,

WHEREAS, The Contract Compliance Office reviewed the proposals in response to the RFP and confirmed that WSP will meet the Local Business Enterprise participation goal of 25% of the work; and,

WHEREAS, Work under Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan, will be funded by local sources; and,

WHEREAS, On November 8, 2019, the SFMTA, under authority delegated by the Planning Department, determined that SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan is not a "project" under the California Environmental Quality Act (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 SFMTA Contract No. 2019-59, Zero Emission Facility and Fleet Transition Plan, with WSP USA Inc., for an in-depth facility and fleet assessment to support the SFMTA's facility and operational transition to a zero-emission battery electric bus fleet, in an amount not to exceed \$2,200,000, and for a term of two years with two one-year options to extend at the discretion of the Director of Transportation.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of February 18, 2020.

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

WSP USA Inc. (WSP)

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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
WSP USA Inc.
No. SFMTA-2019-59**

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

Recitals

- A.** The SFMTA wishes to implement a zero emission facility and fleet transition plan.
- B.** This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) issued on 7/16/2019, pursuant to which City selected Contractor as the highest-qualified scorer.
- C.** The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 15%.
- D.** Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement.
- E.** The City’s Civil Service Commission approved Contract No. 49842-18/19 for this Agreement on July 15, 2019. An administrative budget modification was approved on December 12, 2019.

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**” or “**Contract**” means this contract document, including all attached appendices, any future amendments, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- 1.2** “**CCO**” means the SFMTA Contract Compliance Office.
- 1.3** “**City**” or “**the City**” means the City and County of San Francisco, a municipal corporation, acting by and through its Municipal Transportation Agency.

1.4 “**City Data**” or “**Data**” means all data given to Contractor by City in the performance of this Agreement.

1.5 “**CMD**” means the Contract Monitoring Division of the City.

1.6 “**Confidential Information**” means confidential City information including, but not limited to, personally-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, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.7 “**Contract Administrator**” means the contract administrator assigned to the Contract by the SFMTA, or his or her designated agent.

1.8 “**Contractor**” or “**Consultant**” means WSP.

1.9 “**C&P**” means SFMTA Contracts and Procurement.

1.10 “**Day**” (whether or not capitalized) means a calendar day, unless otherwise designated.

1.11 “**Deliverables**” means Contractor’s work product 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.

1.12 “**Director**” means the Director of Transportation of the SFMTA or his or her designee.

1.13 “**Effective Date**” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

1.15 “**Party**” and “**Parties**” mean the City and Contractor either collectively or individually.

1.16 “**Project Manager**” means the project manager assigned to the Contract for the SFMTA, or his or her designated agent.

1.17 “**Purchase Order**” means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 2.1.

1.18 “**San Francisco Municipal Transportation Agency**” or “**SFMTA**” means the agency of City with jurisdiction over surface transportation in San Francisco, as provided under Article VIIIA of the City’s Charter.

1.19 “**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.

1.20 “**Task Order**” means the written directive from the SFMTA to Consultant to perform specified Services.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the Effective Date and expire two years from the Effective Date, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of 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 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. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. 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.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's 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).

3.3 Compensation.

3.3.1 Payment. 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 Appendix B (Calculation of Charges). Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes have been satisfactorily performed. Payment shall be made within 30 Days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Two Million, Two Hundred Thousand Dollars (\$2,200,000)**. The breakdown of charges associated with this Agreement appears in Appendix B. The Agency may reallocate funds among Tasks 5, 6, and 8.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, Contractor shall correct same at its own cost.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the City's Controller and the SFMTA, and must include a unique invoice number. City will make payment as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 LBE Payment and Compliance Tracking System. Contractor must submit Form 7: CMD Progress Payment Form with each invoice to enable CCO to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the SFMTA, except as otherwise authorized by the LBE Ordinance. Following the SFMTA's payment of an invoice, Contractor shall submit, electronically, satisfactory evidence that it has promptly paid subcontractors for the work they have performed via the B2GNow System (<https://sfmta.diversitycompliance.com/>). The City's Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required LBE payment information. Failure to submit all required LBE payment information may result in the Controller or the SFMTA withholding 20% of the payment due under that invoice until the required payment information is provided.

3.3.6 Getting Paid by the City for Goods and/or Services.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) the name of the enroller, who must be his or her company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.3.7 Out-of-Pocket Expenses. The SFMTA will reimburse Consultant for the actual cost of approved out-of-pocket expenses for the prime Consultant and subconsultants. Compensation for materials and expenses shall be at direct cost, without any mark-ups. All travel expenses are to be pre-approved by the SFMTA and Consultant must obtain the best air fare available in a timely fashion. All travel receipts must accompany the invoice. Consultant shall observe the federal per diem for hotel and per diem expenses.

3.3.8 Non-Reimbursable Expenses. Notwithstanding any other provision of this Agreement, computer usage, facsimile and telecommunication expenses will not be tracked or reimbursed separately as out-of-pocket costs. Consultant and subconsultant personnel relocation costs and entertainment or personal expenses of any kind will not be reimbursable under this Contract. Office and field supplies/equipment expenses will also not be reimbursable unless these supplies and equipment can be demonstrated to be out of the ordinary and used

exclusively for the services of this Agreement. Vehicle expenses calculated on a cost-per-mile basis for travel within a 100-mile radius of the City will not be reimbursable.

3.3.9 Use of Public Transit. San Francisco is a transit-first city, and the SFMTA encourages Consultant and Subconsultants to use public transit (or taxis) in performance of its services to the maximum extent possible, including travel to and from airports. The SFMTA will closely review the Consultant's requests for reimbursement of travel expenses. The City reserves the right to refuse to reimburse travel expenses that are not in accord with these policies.

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 excerpts and transcripts from 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 fewer 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 Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 Reserved. (Payment of Prevailing Wages).

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 reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

4.2 Qualified Personnel. Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. 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.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix C.

4.4 Task Requirements. For as-needed Task Order Services (Task 8), the SFMTA will define task requirements. The 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.

4.4.1 Scope of Work. The SFMTA will prepare the scope of work and expected time of completion, using the Task Order Request Form (Appendix D) and transmit the Form to the Consultant with a request for a proposal for the performance of the task.

4.4.2 Consultant Proposal. The Consultant shall prepare and submit a proposal for the task showing:

- (a) A work plan that includes a detailed description by subtask of the work to be performed and the means and methods that will be used to perform it;

(b) Milestones for completion for each subtask and deliverables at each milestone;

(c) Personnel and the Subconsultants assigned to each part of the work along with a resume or curriculum vitae that indicates why such personnel are qualified to perform the work; and prior experience in performing work of this nature;

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

(i) Estimated hours and direct salaries by position (fully burdened hourly rates by position as listed in Appendix B for both Consultant and Subconsultant personnel). Labor hours for preparing monthly invoices or filling out required SBE forms will not be allowed. Consultant will manage Subconsultants so additional Subconsultant program management labor hours will not be allowed. Overtime labor hours will not be allowed without prior written approval. If overtime is approved, it will be billed at the billing rates listed and not at one and one half times the billing rate;

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

(iii) Proposed profit as follows: Total profit/mark up of each Task Order as fixed fee amount not to exceed seven percent of total amount of the Task Order (excluding other direct costs), regardless whether Task Order is being performed by prime Consultant, Subconsultant(s) or combination thereof.

4.4.3 Negotiation of Cost and Profit. The Project Manager will review the proposal and negotiate either a lump sum price or a fixed profit to perform the work of each subtask and task and either a total price or a total cost not to exceed for the task.

4.4.4 Record of Negotiations. The Project Manager will document the negotiations and any agreement in a Record of Negotiations.

4.4.5 Controller Certification. The Project Manager will request certification from the Controller that adequate funds are available to proceed with the task as agreed.

4.4.6 Notice to Proceed. After certification, the Project Manager will send to the Consultant a written NTP and task number. The Consultant shall use the task number when submitting invoices to the Project Manager for payment. The Consultant shall not commence work on any task until it receives a written NTP for the task.

4.4.7 Changes. Agreed lump sum prices and fixed profits for subtasks and tasks cannot be modified unless there is a material change in the scope of work of the task. If there is a material change in the scope of work of a task, then a proposal, negotiations, and Record of Negotiations shall be required before changes to agreed lump sum prices and fixed

profits can be approved. Certification by the Controller is required for changes that result in an increase to the total cost of a task.

4.4.8 Failure to Agree on Terms of Task. In the event that the SFMTA and Consultant 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 the Consultant 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 the Consultant refuse to undertake a City-ordered task.

4.5 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.5.1 Independent Contractor. For the purposes of this Article 4, “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 or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of 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 or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. 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 agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. 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 this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, 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, or any agent or employee 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.

4.5.2 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 this Section 4.4 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 save 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 this section.

4.6 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.7 Performance. Contractor 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.

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) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) 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; and

(c) 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.

(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. (Cyber and Privacy Coverage).

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

5.1.3 Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies 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.

5.1.4 All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

5.1.5 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, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.6 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.

5.1.7 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.

5.1.8 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements from 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.

5.1.9 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.10 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.

5.2 Indemnification. 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 claims, demands, losses, damages, costs, expenses, and liability arising from or in any way connected with 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 personally 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; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) to the extent caused by Contractor’s performance of this Agreement, including, but not limited to, Contractor’s use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is 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.

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.

Contractor shall indemnify 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.

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 (PAYMENT) 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 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 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. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 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. The City will pay Contractor any monies withheld under this paragraph, without interest, when Contractor comes 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. The notice shall specify the date on which termination shall become effective.

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 date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any of the following, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by the SFMTA.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At the SFMTA's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. 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 termination of such orders and subcontracts.
- (d) Subject to the SFMTA's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that the SFMTA designates to be completed prior to the date of termination specified by the SFMTA.
- (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 prior to the specified termination date, for which Services the SFMTA has not already tendered 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 material or equipment returned to the vendor, 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 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 specified by the SFMTA, 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 The City's payment obligation under this Section 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
4.5	Assignment
Article 5	Insurance and Indemnity
Article 7	Payment of Taxes
10.10	Alcohol and Drug-Free Workplace
11.10	Compliance with Laws
Article 13	Data and Security

(b) Contractor fails or refuses 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. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, 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 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 or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 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 in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall 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 , any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference.

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 to the address set forth in Article 11, and in the manner prescribed in 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 This Section 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
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. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any 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, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor 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 subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

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.

10.2 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 City if it becomes aware of any such fact during the term of this Agreement.

10.3 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.

10.4 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (a) asking such applicants about their current or past salary or (b) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to

comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. 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 the 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 San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise 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 utilize LBE Subcontractors for at least 15% of the Services except as otherwise authorized in writing by the CCO. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.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 Chapter 12Q, 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 Chapter 12Q. 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.

10.9 First Source Hiring Program. Contractor must comply with all of the 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.

10.10 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.

10.11 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 (a) 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, (c) a candidate for that City elective office, or (b) 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 twelve 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.

10.12 Reserved. (Slavery Era Disclosure).

10.13 Reserved. (Working with Minors).

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions) of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. If Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

10.16 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.

10.17 Reserved. (Distribution of Beverages and Water)

10.18 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.

10.19 Reserved. (Preservative Treated Wood Products)

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: Licinia Iberri Program Manager
1 South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
Licinia.Iberri@sfmta.com

To Contractor: John Fisher
WSP
425 Market Street, 17th Floor
San Francisco, CA 94105
415-243-4755
John.Fisher@wsp.com

Any notice of default must be sent by overnight delivery service or courier, with a signature obtained at delivery. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals. The Recitals are incorporated into and made part of this Agreement.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 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 as noted in Section 11.1 (Notices to Parties) regarding change in personnel or place, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification,

supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

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. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. 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 this section.

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. 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 contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. All appendices to this Agreement are incorporated by reference as though fully set forth. 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 affecting 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 (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) 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 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. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated August 27, 2019. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement, implementing task orders shall control over the RFP, and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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 City Data, or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it 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.

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/largevehicletestingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the 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 the 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 the 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 Confidential Information . In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, 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 and Confidential Information

13.4.1 Access to City Data. City shall at all times have access to and control of City Data, and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

13.4.2 Use of City Data and Confidential Information. Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of City Data or Confidential Information 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, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.3 Disposition of Confidential Information. Upon termination of Agreement or request of City, Contractor shall within 48 hours return all Confidential Information, including all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall, within 10 business days, purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the Data or for production of the Data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge.

Article 14 MacBride Principles And Signature

14.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §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.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>WSP USA Inc.</p> <hr/> <p>John Fisher 425 Market Street, 17th Floor San Francisco, CA 94105</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier Number:</p>
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Appendices

- A: Scope of Services
- B: Calculation of Charges
- C: Hourly Billing Rate
- D: Task Order Request Form

Appendix A Scope of Services

1. Description of Services

A. Background

The SFMTA has set a goal of replacing its entire bus fleet (motor coach and electric trolley bus) with battery electric buses (BEBs) by 2035. This is five years earlier than the California Air Resources Board's (CARB) 2040 Innovative Clean Transit (ICT) deadline. By the end of 2019, SFMTA anticipates completing a process started in 2013 to replace its entire bus fleet with hybrid electric and trolley coaches. Given the 12-year life of these vehicles, the purchase of the first zero emission buses (ZEBs) will begin in 2025. To meet the 2035 goal, the SFMTA must purchase and put into service approximately 900 BEBs in a 10-year period. To accommodate the entire BEB fleet, every existing facility will need to be upgraded or replaced in less than 15 years.

The upgrade or replacement of the existing facilities to accommodate BEBs must be done within the context of SFMTA's Facilities Framework (2017). This framework, together with a list of capital improvement projects, is collectively known as the Building Progress Program. Prior to the first purchase of BEBs in 2025, the SFMTA will purchase nine 40-foot BEBs, including three buses from three, and possibly four, major U.S. bus manufacturers. This BEB pilot program will extensively test the buses in regular revenue service to evaluate their performance, reliability, operability, and maintainability.

Consultant shall develop and deliver a comprehensive Zero Emission Facility and Fleet Transit Plan, in which Consultant shall address the task of transitioning to BEB operations by 2035. Consultant shall use proprietary modeling tools that shall be specifically tailored to the SFMTA's needs.

B. Facilities

The SFMTA operates a fleet of approximately 900 buses (diesel, hybrid electric, and electric trolley) from the following six maintenance and operations facilities:

- Flynn Division (1940 Harrison Street)
- Kirkland Division (2301 Stockton Street)
- Potrero Division (2500 Mariposa Street)
- Presidio Division (949 Presidio Avenue)
- Woods Division (1095 Indiana Street)
- Islais Creek Division (1301 Cesar Chavez Street)

C. Zero Emission Facility and Fleet Transit Plan

In order to meet the SFMTA's goal, Consultant shall assist in developing a plan that addresses:

- Existing electrical systems at six facilities
- Total power supply requirements for BEB charging
- Upgrades needed at each facility
- Detailed implementation plan (schedule/budget)
- Workaround planning (system and each site)

- Emergency power solutions at each facility (resiliency)
- Power availability and utilities coordination
- Risk management (identification and mitigation)
- Operational considerations
- Training and staffing impacts
- Bus replacement ratios to optimize service
- Reuse of existing overhead power distribution infrastructure
- CARB's ICT-required ZEB Rollout Plan

SFMTA Assumptions

The SFMTA will utilize:

- Only long-range on-board batteries as the primary power source
- Depot charging at all bus facilities
- Modular 150 kW (or greater) smart charging stations
- Overnight charging within four hours
- Overhead inverted pantographs and/or plug-in solutions
- Future proofing approach, anticipating technology advances with adaptive, flexible design

D. Tasks

The following is a detailed outline of the Consultant team's technical approach to developing and delivering a comprehensive Plan. The approach is divided into the tasks delineated in the RFP, with each task being described with the work elements to be accomplished and the deliverables. In addition, we have outlined assumptions, identified items to be provided by SFMTA, and identified several optional tasks for consideration.

There may be up to two revisions for each Deliverable.

Task 1: Existing Electrical Supply and Electrical Demand Baseline Assessment

Purpose: To document the condition of existing electrical supply and demand infrastructure.

Work Elements:

1. Review previous studies, including facilities condition assessments and traction power assessments.
2. Review any as-built drawings of the existing bus maintenance and operations facilities.
3. Visit each of the six bus maintenance and operations facilities and assess and document:
 - a. Condition of existing power supply infrastructure (on-site and the substations serving the facility).
 - b. Recommended upgrades to the existing power supply infrastructure that are needed to support existing demand at each facility.
 - c. Description of the utility provider, electrical current configuration, and the nature of the power supply (facility, traction power, or both).
 - d. Any on-site power generation, its capacity, and how it is used.
 - e. Actual power usage for the last two years and over a typical two-week period.

- E. Meet with the San Francisco Public Utilities Commission (SFPUC) and Pacific Gas and Electric (PG&E) to determine the available power capacity at each facility.
- 4. Prepare and submit a draft Existing Bus Facility Electrical Supply and Demand Baseline Assessment Report for SFMTA review and comment.
- 5. Update and resubmit the Report as necessary, assuming up to two revisions.
- 6. Finalize the Report and submit it for SFMTA approval.

Key Personnel: Project Manager; Deputy Project Manager; QA/QC; BEB Facility Specialist; Maint. Facility Specialist; Lead Engineer; Technical Manager (WSP); OCS Lead; Commissioning Support; Facilities Lead (Jacobs).

Deliverable: Existing Bus Facility Electrical Supply and Demand Baseline Assessment Report (draft, final draft, and final).

Task 2: Facility Power Needs and Technology Assessment

Purpose: To define the power needs and infrastructure required to support a 100% BEB fleet.

Work Elements:

1. Consultant has developed proprietary BEB simulation tools, including the Bus Optimization Lifecycle Tool (BOLT), which Consultant will use to simulate existing SFMTA bus routes (including electric trolley bus) with various BEB inputs and assumptions to determine the feasibility of transitioning to a 100% BEB fleet with existing technologies. BOLT will model the SFMTA bus system and provide a dynamic tool to test the impact of various bus configurations and operational modifications, if necessary.
2. Calculate the current and future power needs for each bus facility to support a 100% BEB fleet based on current and future service to be operated out of each facility.
3. Advise on the total power to be provided at each facility, including:
 - a. Minimum, maximum, and average amount of power required.
 - b. All assumptions made to arrive at the recommendation.
 - c. Power redundancy, emergency power back-up, and resilience.
 - d. Any special considerations for the Kirkland Division and the Islais Creek Division facilities that are located within the City's Sea Level Rise Vulnerability Zone.
4. Identify the power system components required (transformers, switchgear, chargers, dispensers, etc.) and the space required for each.
5. Develop a one-line electrical diagram for each facility showing the relationship of all power system components required.
6. Recommend the specific fleet charging solution (plug-in versus inverted pantograph charging) to be implemented at each facility. The recommendation should take into consideration:
 - a. Required structural improvements (identified by SFMTA in previous condition

- assessment reports) and facility condition.
 - b. Overall capital cost of improvements.
- F. Impact on operations and maintenance (bus and facility) and ease of implementation.
- c. Comparison of performance, cost, and operational/ logistical complexity.
7. Identify infrastructure upgrades required to accommodate 100% BEB fleet at each facility. This will include:
 - a. Development of site layouts that show bus parking configuration, charging equipment, the location of power system components and emergency generators.
 - b. Identification of impact on the number of BEBs that can be accommodated in the bus parking area. Note, that experience has shown that in very tight bus parking configurations, like those at most of SFMTA's bus facilities, the total number of buses that can be parked may need to be reduced. This evaluation will determine if additional bus facilities are needed.
 - c. Facility modifications.
 - d. Traffic flow (bus, pedestrian) during pull-in, pull-out, and the nightly servicing cycle.
 - e. Yard management.
 - f. Space required for all power system components (both SFMTA owned and utility owned equipment).
 8. In consultation with power utilities (SFPUC and PG&E):
 - a. Identify any off-site improvements to the power supply infrastructure that may be required to support the projected BEB fleet at each facility.
 - b. Identify potential cost to SFMTA for these off-site improvements, if any. Note, it is assumed SFMTA will not bear the cost of these improvements.
 - c. Identify the estimated time required to make the off-site improvements and the impact on the schedule for making each facility able to accommodate the projected BEB fleet.
 9. Develop estimate of probable construction cost for infrastructure upgrades identified above.
 10. Identify risks and mitigation measures related to implementation of a 100% BEB fleet. Prepare a risk management plan that identifies the risk, mitigation measures, responsible parties (internal and external), and timelines to help assure a successful transition to a 100% BEB fleet.
 11. Prepare and submit draft Facility Power Needs and Technology Assessment Report for review and comment.
 12. Update and resubmit the report as necessary, assuming up to two (2) revisions.
 13. Finalize the Facility Power Needs and Technology Assessment Report and submit for SFMTA approval.

Key Personnel: Project Manager; Deputy Project Manager; QA/QC; BEB Facility Specialist; Maint. Facility Specialist; Lead Engineer; Technical Manager; Facility Lead; Bus Technology Lead; BOLT Lead; Planning Lead (WSP); OCS Lead; Commissioning Support;

Facilities Lead; BEB Lead; (Jacobs); Chief Estimator (M. Lee); Principal/ Electrical Engineer (VGG).

Deliverables: Facility Power Needs and Technology Assessment Report (draft, final draft, and final), which shall include the background methodology, calculations, and assumptions, and the risk management analysis.

Task 3: BEB Implementation Facility Master Plan

Purpose: Using the data and recommendations from Tasks 1 and 2, preparation of a comprehensive master plan for transitioning to a 100% BEB fleet.

Work Elements:

(Note that the conceptual site and facility layouts, the configuration of power system components and charging systems, and off-site infrastructure improvements should have been developed in previous tasks.)

1. Evaluate fire suppression needs and emergency response for BEBs in all bus facilities.
2. Evaluate the need to maintain a portion of the hybrid bus fleet for emergency response if the power grid is compromised for an extended time. Make specific recommendations for emergency transit service planning as it relates to operational and capital facility planning.
3. Existing operations at each bus facility must continue throughout construction. Consultant shall develop conceptual level Workaround Plans (phasing plans) to show how the facilities can remain operational during each stage of construction. The Workaround Plans shall include phasing drawings with a narrative description to be reviewed by the SFMTA. Critical areas for workaround planning are site access, contractor lay-down area, site traffic and parking, building access, and building. The Workaround Plan shall take into consideration the need to move portions of the bus fleet to other facilities during construction, if necessary.
4. Develop a system-wide phasing strategy and detailed implementation schedule, including BEB procurement, any environmental clearances, design, approvals from agencies having jurisdiction, bidding, construction, commissioning, move-in and start-up.

Project Cost Estimate (Capital and O&M Cost)

5. Develop an estimate of probable construction costs based on the selected conceptual plans, workaround plan, and implementation schedule. The estimate shall include proposed facility renovation/modification/construction, site improvements, shop equipment, and furniture.
6. The estimate shall provide an order-of-magnitude (ROM) cost based on the cost of similar facilities and shall include appropriate contingency and escalation.
7. The estimate shall include soft costs that, together with the construction costs, shall provide an overall project cost.
8. Allocate cost projections based on the implementation plan on an annual basis.
9. Excluded from the estimate will be the cost of remediation of contaminated soil that may be unearthed during construction because the amount of soil cannot be quantified without

additional study. A note to that effect will be included in the estimate as a potential risk to the SFMTA.

10. Identify ROM cost impacts on operations and maintenance related to implementing recommended BEB infrastructure and procuring BEBs.
11. Prepare and submit a draft BEB Implementation Facility Master Plan Report for review and comment.
12. Update and resubmit the report as necessary, assuming up to two revisions.
13. Finalize the BEB Implementation Facility Master Plan Report and submit for SFMTA approval.

Key Personnel: Project Manager; Deputy Project Manager; QA/QC; Lead Engineer; Technical Manager; Facility Lead; BEB Facility Specialist; Planning Lead (WSP); Principal/Civil Engineer (AGS); Principal/Project Manager (Bello); Project Manager; Principal Planner (CHS); Facility Lead (Jacobs); Principal Architect (RCA); Chief Estimator (M. Lee); Principal/Electrical Engineer (VGG).

Deliverables: BEB Implementation Facility Master Plan Report (draft, final draft, and final).

Task 4: BEB Operational Planning and Staffing Master Plan

Purpose: After reviewing all current bus yard management practices and drawing on prior tasks, preparation of a comprehensive master plan with best practices for modifying transit operations and staffing to accommodate a 100% BEB fleet.

Work Elements:

Staffing

1. Review industry best practices to determine the impact of transitioning to a BEB fleet upon staffing levels, both in the aggregate and by shift.
2. Based on the expected impact on staffing levels, determine operating cost impacts of transitioning to a BEB fleet, including the cost of increased personnel and changes in work hours by shift.
3. Identify other personnel impacts of transitioning to a BEB fleet, such as whether new job classifications would need to be created for charging and maintaining BEBs and the training requirements for those classifications.

Yard Management

On-site vehicle traffic flow and yard management at each facility will be impacted by the introduction of BEBs and their supporting infrastructure. The Consultant shall analyze traffic flows for buses, non-revenue vehicles, private vehicles (employees and visitors), delivery vehicles, and service contractor vehicles.

4. Recommend the on-site traffic flow to be implemented for BEBs and non-BEBs, including pull-in, bus parking, nightly service cycle, and pull-out.

5. Recommend methodologies for operating the selected charging solution.
6. Estimate the impact on operating costs related to on-site traffic flow.

Training

7. Identify BEB impacts on training requirements for drivers, mechanics, service personnel, and facility maintenance staff.
8. Identify BEB impacts on training facility requirements.
9. Estimate the impact on operating costs related to training.

BEB Fleet Replacement Ratio

10. Evaluate and recommend the ratio of BEBs needed to replace the existing bus fleet taking including consideration of any change in the spare ratio required to accommodate the charging demands and maintenance needs.

Reports

11. Prepare and submit a draft BEB Operational Planning and Staffing Master Plan Report for SFMTA review and comment.
12. Update and resubmit the report as necessary, assuming up to two revisions.
13. Finalize the BEB Operational Planning and Staffing Master Plan Report and submit for SFMTA approval.

Key Personnel: Project Manager; Deputy Project Manager; QA/QC; Facility Lead; BEB Facility Specialist; Bus Technology Lead; Planning Lead (WSP); Project Manager; Principal Planner (CHS); Facilities Lead; BEB Lead (Jacobs).

Deliverables: BEB Operational Planning and Staffing Master Plan Report (draft, final draft, and final).

Task 5: Assistance with ZEB Rollout Plan (To be paid on a time-and-materials basis, not to exceed the amount in Appendix B))

Purpose: To support the SFMTA staff in development of CARB's required ZEB Rollout Plan.

Work Elements:

1. The SFMTA has already addressed many of the elements required in the ZEB Rollout Plan including:
 - a. Establishing a goal to have a 100% BEB fleet by 2035.
 - b. Identifying that the ZEB technology to be used will be battery electric buses to replace its entire bus fleet, including electric trolley buses.
 - c. Updating its Bus Fleet Management Plan.
2. The Contractor shall assist, as requested by the SFMTA, in the development of:
 - a. Planning and scheduling that avoids early retirement of conventional internal

combustion engine buses.

- b. Schedules for construction of facilities and infrastructure (new, modifications, and upgrades) to support deployment of BEBs. The schedules shall specify the location of each facility, type of infrastructure, service capacity of the infrastructure, and timelines for design and construction.
- c. Schedules for bus (BEB and conventional) procurement (either purchase or leasing), including bus type, fuel type, and number of buses.
- d. Schedules for conversions from conventional internal combustion engine buses to ZEBs, if any.
- e. Descriptions of how the SFMTA plans to deploy BEBs in disadvantaged communities as listed in the latest version of CalEnviroScreen, at the time the Rollout Plan is submitted.
- f. Identification of potential funding sources.
- g. Updating the Rollout Plan, as necessary.

Key Personnel: Project Manager; Deputy Project Manager; Planning Lead (WSP).

Deliverables: ZEB Rollout Plan Report (draft, final draft, and final).

Task 6: Internal Staff Workshops

Purpose: To utilize workshops to bring key SFMTA internal stakeholders together to explore a range of options before making decisions that will impact SFMTA's operations and life cycle costs for years to come.

Work Elements:

The Consultant team shall assist the SFMTA to identify the most effective times during the project to conduct up to four design meetings or charrettes with internal operations and maintenance staff.

The SFMTA has established a Technical Advisory Committee (TAC) to give feedback and help guide development of the plan. The TAC includes representatives from multiple SFMTA divisions including Transit, Maintenance, Facilities and Real Property Management, and Fleet Engineering.

Possible workshop topics may include, but are not limited to:

- Project Kick-Off
- Task 2: Facility Power Needs and Technology Assessment
- Task 3: BEB Implementation Facility Master Plan
- Task 4: BEB Operational Planning and Staffing Master Plan

Key Personnel: Project Manager; Deputy Project Manager; Lead Engineer; Facility Lead; BEB Facility Specialist; Maint. Facility Specialist; Bus Technology Lead (WSP).

Deliverables: Meeting minutes documenting the discussions and decisions made during each workshop.

Task 7: Project Meetings/Status Reports

Purpose: To assure open lines of communication and flow of information throughout the project. And to periodically review progress against the scope, schedule, and budget and facilitate adjustments if necessary.

Work Elements:

1. Conduct bi-weekly conference calls with SFMTA and Consultant management teams. These calls will typically be by Skype so that materials can be viewed by all participants, as necessary.
2. Conduct up to 10 in-person meetings in the initial Contract term. These will typically be held at an SFMTA facility, but could also be conducted at Consultant's San Francisco office.

Key Personnel: Project Manager; Deputy Project Manager; Lead Engineer; Facility Lead; Bus Technology Lead; Planning Lead (WSP).

Deliverables: Meeting minutes documenting the discussions and decisions made during each conference call and in-person meeting.

Task 8: As-Needed Consultant Services

Purpose: To provide SFMTA with additional engineering and consulting assistance in development and implementation of the plan to transition to a 100% BEB fleet. This assistance would be provided as-needed on a Task Order basis in accordance with the procedure in Section 4.4.

Work Elements:

Services may include, but not be limited to:

- Facility improvements
- Power and battery charging infrastructure
- Operations planning
- Maintenance policies and procedures
- Internal stakeholder engagement
- Environmental documentation
- External outreach
- Funding and grant writing support
- Coordination with utility partners
- Bus specifications and procurement
- Additional cost estimating or cost analysis
- Selection of project delivery methods

- Geotechnical investigation
- Development of bid documents
- Bid analysis
- Overhead Power Distribution Infrastructure Report

Key Personnel: As appropriate for the task.

Deliverables: Based on task requirements.

G. To be Provided by SFMTA

The SFMTA will provide the following in electronic format in a timely manner:

1. Existing facilities condition assessments and traction power assessments related to the existing bus maintenance and operations facilities.
2. As-built drawings of the existing bus maintenance and operations facilities.
3. SFMTA’s Facilities Framework Report.
4. Power use data for the last two years.
5. SFMTA’s most recent Bus Fleet Management Plan.
6. Timely feedback on all reports (draft, final draft, and final) submitted for review and comment/approval.
7. Active participation in workshops and project check-ins.

H. Project Controls

Team Management

Project manager, Alva Carrasco, will ensure that WSP meets the established schedule, and will help SFMTA achieve all its goals for this important project.

Constant Vigilance and Good Communication

Consultant will work closely with SFMTA to:

- Clearly define the scope of the project.
- Develop a detailed project schedule showing task and subtask start dates, durations, and milestones.
- Establish specific project budget(s).
- Progress will be regularly monitored and compared **against the detailed project schedule.**

Consultant shall conduct periodic team meetings to review progress, identify needs for specific information, and coordinate between disciplines. Consultant shall document the meetings with detailed meeting notes, distributing them to the entire Consultant team and all meeting participants. The meeting notes shall provide a running record of decisions made and action items denoting responsibility and due dates.

A QC Plan that follows Federal Transit Administration (FTA) QA/ QC guidelines shall be developed at the start of the project. This plan shall include design control, document control (including quality records procedures), quality audits and training.

I. Assignment of Work

Work shall be assigned to the most qualified member of the team for each task and subtask.

J. Proposed Project Schedule

The Consultant team shall work closely with the SFMTA to meet the SFMTA's internal and external milestones. The project schedule outlined below shows completion of Tasks 1 through 7 by the end of 2020, based on a start in early February.

2. 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.

3. Reports

Contractor shall submit monthly reports, a summary at 12 months, and a final report to the SFMTA project manager. (Reports can include both Task 1 and 2 activities). The monthly reports, 12 month summary and final report shall contain, but are not limited to, the following information: Zero Emission Facility and Fleet Transition Plan on a task-by-task basis, in collaboration with SFMTA staff, and in accordance with separate task orders to be negotiated by Contractor and 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. If submitted in hard-copy, the reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. The SFMTA encourages digital delivery of reports for this contract.

4. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be Licinia Iberri.

Appendix B
Calculation of Charges

1. Task 1 - Existing Electrical Supply and Electrical Demand Baseline			
Classification	Hourly Rate	Hours	Total
WSP USA INC			
Project Manager	\$ 258.33	40	\$ 10,333
Deputy Project Manager	\$ 109.35	40	\$ 4,374
QA/QC	\$ 245.75	8	\$ 1,966
Project Accountant	\$ 110.35	16	\$ 1,766
Contract Administrator	\$ 109.48	30	\$ 3,284
Power Management Lead Engineer	\$ 138.48	136	\$ 18,833
Power Management Technical Manager	\$ 278.44	8	\$ 2,228
BEB Facility Specialist	\$ 242.75	96	\$ 23,304
Maintenance Facility Specialist	\$ 103.87	136	\$ 14,126
Jacobs (OCS and Bus Procurement)			
OCS Lead	\$ 269.53	104	\$ 28,031
Commissioning Support	\$ 156.17	40	\$ 6,247
Facilities Lead	\$ 189.03	112	\$ 21,171
VGG Systems Corp. (Electrical)			
Principal / Electrical Engineer	\$ 202.80	160	\$ 32,448
Senior Consulting Engineer	\$ 182.00	112	\$ 20,384
Drafting	\$ 114.40	72	\$ 8,237
Task 1 Total			\$ 196,732
Task 2 - Power Needs and Technology Assessment			
Classification	Hourly Rate	Hours	Total
WSP USA INC			
Project Manager	\$ 258.33	48	\$ 12,400
Deputy Project Manager	\$ 109.35	104	\$ 11,372
QA/QC	\$ 245.75	8	\$ 1,966
Project Accountant	\$ 110.35	24	\$ 2,648
Contract Administrator	\$ 109.48	10	\$ 1,095
Power Management Lead Engineer	\$ 138.48	252	\$ 34,897
Power Management Technical Manager	\$ 278.44	8	\$ 2,228
Facility Lead	\$ 296.48	76	\$ 22,532
BEB Facility Specialist	\$ 242.75	260	\$ 63,115
Maintenance Facility Specialist	\$ 103.87	288	\$ 29,913
Bus Technology Lead	\$ 242.99	32	\$ 7,776
Senior Technical Specialist	\$ 202.49	56	\$ 11,340
Bus Engineer	\$ 108.00	144	\$ 15,551
BOLT Lead	\$ 224.42	8	\$ 1,795
BOLT specialist	\$ 192.00	40	\$ 7,680
Planning Lead	\$ 217.32	40	\$ 8,693
Planner / Environmental	\$ 100.65	40	\$ 4,026

Planner	\$ 103.87	160	\$ 16,619
Jacobs (OCS and Bus Procurement)			
OCS Lead	\$ 269.53	28	\$ 7,547
OCS Support	\$ 200.88	48	\$ 9,642
Commissioning Support	\$ 156.17	24	\$ 3,748
Facilities Lead	\$ 189.03	156	\$ 29,489
BEB Lead	\$ 203.75	96	\$ 19,560
BEB / Bus Procurement	\$ 158.48	88	\$ 13,946
BEB / Procurement Support	\$ 88.29	72	\$ 6,357
Operations / Maintenance	\$ 148.27	76	\$ 11,269
M. Lee Corporation (Cost Estimating)			
Chief Estimator	\$ 254.80	60	\$ 15,288
Senior Electrical Estimator	\$ 243.36	80	\$ 19,469
Senior Estimator	\$ 203.84	80	\$ 16,307
Cost Estimator	\$ 116.48	80	\$ 9,318
VGG Systems Corp. (Electrical)			
Principal / Electrical Engineer	\$ 202.80	120	\$ 24,336
Senior Consulting Engineer)	\$ 182.00	54	\$ 9,828
Task 2 Total			\$ 451,750
Task 3 - BEB Implementation Facility Master Plan			
Classification	Hourly Rate	Hours	Total
WSP USA INC			
Project Manager	\$ 258.33	48	\$ 12,400
Deputy Project Manager	\$ 109.35	48	\$ 5,249
QA/QC	\$ 245.75	8	\$ 1,966
Project Accountant	\$ 110.35	24	\$ 2,648
Contract Administrator	\$ 109.48	40	\$ 4,379
Power Management Lead Engineer	\$ 138.48	228	\$ 31,573
Power Management Technical Manager	\$ 278.44	8	\$ 2,228
Facility Lead	\$ 296.48	172	\$ 50,994
BEB Facility Specialist	\$ 242.75	440	\$ 106,810
Maintenance Facility Specialist	\$ 103.87	752	\$ 78,107
Mechanical Engineer	\$ 163.59	48	\$ 7,852
Plumbing Engineer	\$ 210.62	48	\$ 10,110
Planning Lead	\$ 217.32	40	\$ 8,693
Planner / Environmental	\$ 100.65	40	\$ 4,026
Jacobs (OCS and Bus Procurement)			
OCS Support	\$ 200.88	24	\$ 4,821
Facilities Lead	\$ 189.03	24	\$ 4,537
BEB / Bus Procurement	\$ 158.48	24	\$ 3,803
BEB / Procurement Support	\$ 88.29	24	\$ 2,119
M. Lee Corporation (Cost Estimating)			
Chief Estimator	\$ 254.80	60	\$ 15,288
Senior Electrical Estimator	\$ 243.36	80	\$ 19,469
Senior Estimator	\$ 203.84	80	\$ 16,307

Cost Estimator	\$ 116.48	80	\$ 9,318
AGS Consulting (Geotech and Civil)			
Principal / Civil Engineer	\$ 292.78	66	\$ 19,324
Engineer	\$ 202.46	132	\$ 26,724
Project Engineer	\$ 141.72	148	\$ 20,975
Project Engineer	\$ 110.57	140	\$ 15,480
BELLO & Associates (Structural)			
Principal / Project Manager	\$ 251.68	308	\$ 77,517
Structural Engineer	\$ 205.92	308	\$ 63,423
CHS Consulting (Planning)			
Project Manager	\$ 344.36	15	\$ 5,165
Principal Planner	\$ 341.44	90	\$ 30,730
Transit Operations Specialist	\$ 187.20	30	\$ 5,616
Assistant Transportation Planner	\$ 117.42	50	\$ 5,871
Assistant Transportation Planner	\$ 106.70	60	\$ 6,402
Editor	\$ 112.35	5	\$ 562
Graphics Specialist	\$ 107.46	15	\$ 1,612
Administrative	\$ 102.00	2	\$ 204
Robin Chiang & Associates (Architecture)			
Principal Architect	\$ 254.80	136	\$ 34,653
Senior Architect	\$ 225.68	128	\$ 28,887
Technical Architect	\$ 227.76	200	\$ 45,552
Design / Planner	\$ 126.88	120	\$ 15,226
Design / Planner	\$ 99.84	120	\$ 11,981
VGG Systems Corp. (Electrical)			
Principal / Electrical Engineer	\$ 202.80	38	\$ 7,706
Senior Consulting Engineer	\$ 182.00	22	\$ 4,004
Task 3 Total			\$ 830,311

Task 4 - BEB Operational Planning and Staffing Master Plan			
Classification	Hourly Rate	Hours	Total
WSP USA INC			
Project Manager	\$ 258.33	48	\$ 12,400
Deputy Project Manager	\$ 109.35	48	\$ 5,249
QA/QC	\$ 245.75	8	\$ 1,966
Project Accountant	\$ 110.35	24	\$ 2,648
Facility Lead	\$ 296.48	32	\$ 9,487
BEB Facility Specialist	\$ 242.75	84	\$ 20,391
Maintenance Facility Specialist	\$ 103.87	120	\$ 12,464
Bus Technology Lead	\$ 242.99	52	\$ 12,636
Senior Technical Specialist	\$ 202.49	116	\$ 23,489
Bus Engineer	\$ 108.00	96	\$ 10,368
Planning Lead	\$ 217.32	88	\$ 19,124
Planner / Environmental	\$ 100.65	88	\$ 8,857
Jacobs (OCS and Bus Procurement)			
Facilities Lead	\$ 189.03	20	\$ 3,781

BEB Lead	\$ 203.75	20	\$ 4,075
BEB / Bus Procurement	\$ 158.48	20	\$ 3,170
BEB / Procurement Support	\$ 88.29	40	\$ 3,531
Operations / Maintenance	\$ 148.27	20	\$ 2,965
CHS Consulting (Planning)			
Project Manager	\$ 344.36	20	\$ 6,887
Principal Planner	\$ 341.44	54	\$ 18,438
Transit Operations Specialist	\$ 187.20	150	\$ 28,080
Assistant Transportation Planner	\$ 117.42	40	\$ 4,697
Assistant Transportation Planner	\$ 106.70	45	\$ 4,802
Editor	\$ 112.35	10	\$ 1,124
Graphics Specialist	\$ 107.46	30	\$ 3,224
Administrative	\$ 102.00	6	\$ 612
Task 4 Total			\$ 224,465

Task 5 - Assist Staff with Zero Emission Bus Rollout Plan			
Classification	Hourly Rate	Hours	Total
WSP USA INC			
Project Manager	\$ 258.33	48	\$ 12,400
Deputy Project Manager	\$ 109.35	64	\$ 6,998
Planning Lead	\$ 217.32	40	\$ 8,693
Planner	\$ 103.87	80	\$ 8,309
Task 5 Total			\$ 36,400

Task 6 - Internal Staff Workshops			
Workshop Size	Lump Sum Workshop Fee	Quantity	Total
Small Workshop (up to 10 attendees)	20,411.75	2	\$ 40,824
Large Workshop (10-30 attendees)	20,411.75	2	\$ 40,824
Task 6 Total			\$ 81,647

Task 7 - Project Meetings/Status Reports			
	Lump Sum Workshop Fee	Quantity	Total
Regular Meetings (Assumed 1 hour each)	\$ 1,262.93	20	\$ 25,259
Large/In-Person Meetings (Assumed 3 hours each)	\$ 2,895.30	10	\$ 28,953
Task 7 Total			\$ 54,212

Task 8 – As-Needed Consultant Services	\$ 243,483
Out-of-Pocket Expenses (not to exceed)	\$ 81,000
Total Contract Value (not to exceed)	\$2,200,000

Exceptions

The following items are not included in the above costs.

1. Printed deliverables (all deliverables will be electronically submitted PDF files)
2. Stormwater Control Plans (SCP)
3. Stormwater Pollution Prevention Plans (SWPPP)
4. Topographic and existing utility surveys and documentation
5. Surveying and legal descriptions and survey mapping
6. LEED certification coordination
7. As-built drawings or those showing conditions for sites and/or facilities
8. Environmental documentation
9. Hazmat investigation and remediation plans
10. Rough grading / sub-excavation plans
11. Erosion control plans
12. Design of storm water lift stations, sump pumps, detention basins
13. Structural condition assessments
14. Seismic evaluations
15. Geotechnical investigation
16. Evaluation of existing equipment anchorages / bracing and existing utility line bracing
17. Evaluation of non-structural items such as partitions, stairs, etc.
18. Evaluation of existing retaining walls and tunnels
19. Any designs beyond conceptual level design to define the project(s) and provide input into conceptual level cost estimating
20. Public outreach
21. In-reach programs
22. Negotiations with represented labor
23. Other items not specifically outlined in the Work Plan

Appendix C Hourly Billing Rates

SFMTA Zero Emission Facility and Fleet Transition Plan

1 **Hourly Billing Rates**

4% Escalation

2	WSP USA INC	2020	2021	2022	2023	2024
3	Project Manager	\$ 258.33	\$ 268.66	\$ 279.41	\$ 290.58	\$ 302.21
4	Deputy Project Manager	\$ 109.35	\$ 113.72	\$ 118.27	\$ 123.00	\$ 127.92
5	QA/QC	\$ 245.75	\$ 255.58	\$ 265.80	\$ 276.43	\$ 287.49
6	Project Accountant	\$ 110.35	\$ 114.76	\$ 119.35	\$ 124.12	\$ 129.09
7	Contract Administrator	\$ 109.48	\$ 113.86	\$ 118.42	\$ 123.15	\$ 128.08
8	Power Management Lead Engineer	\$ 138.48	\$ 144.02	\$ 149.78	\$ 155.77	\$ 162.00
9	Power Management Technical Manager	\$ 278.44	\$ 289.58	\$ 301.16	\$ 313.21	\$ 325.74
10	Facility Lead	\$ 296.48	\$ 308.34	\$ 320.67	\$ 333.50	\$ 346.84
11	BEB Facility Specialist	\$ 242.75	\$ 252.46	\$ 262.56	\$ 273.06	\$ 283.98
12	Maintenance Facility Specialist	\$ 103.87	\$ 108.02	\$ 112.34	\$ 116.83	\$ 121.51
13	Mechanical Engineer	\$ 163.59	\$ 170.13	\$ 176.94	\$ 184.01	\$ 191.37
14	Plumbing Engineer	\$ 210.62	\$ 219.05	\$ 227.81	\$ 236.92	\$ 246.40
15	Bus Technology Lead	\$ 242.99	\$ 252.71	\$ 262.82	\$ 273.33	\$ 284.27
16	Senior Technical Specialist	\$ 202.49	\$ 210.59	\$ 219.02	\$ 227.78	\$ 236.89
17	Bus Engineer	\$ 108.00	\$ 112.32	\$ 116.81	\$ 121.48	\$ 126.34
18	BOLT Lead	\$ 224.42	\$ 233.39	\$ 242.73	\$ 252.44	\$ 262.54
19	BOLT specialist	\$ 192.00	\$ 199.68	\$ 207.67	\$ 215.98	\$ 224.62
20	Planning Lead	\$ 217.32	\$ 226.01	\$ 235.05	\$ 244.45	\$ 254.23
21	Planner / Environmental	\$ 100.65	\$ 104.68	\$ 108.87	\$ 113.22	\$ 117.75
22	Planner / Environmental	\$ 141.80	\$ 147.47	\$ 153.37	\$ 159.51	\$ 165.89
23	Planner	\$ 103.87	\$ 108.02	\$ 112.34	\$ 116.83	\$ 121.51
24	Funding / Financing	\$ 273.20	\$ 284.13	\$ 295.50	\$ 307.32	\$ 319.61
25	Funding	\$ 166.91	\$ 173.58	\$ 180.53	\$ 187.75	\$ 195.26
26	O&M Cost	\$ 225.90	\$ 234.94	\$ 244.34	\$ 254.11	\$ 264.27
27	Compliance	\$ 256.60	\$ 266.86	\$ 277.54	\$ 288.64	\$ 300.19
28	Planner	\$ 103.87	\$ 108.02	\$ 112.34	\$ 116.83	\$ 121.51
29	Senior Supervising Architect	\$ 129.80	\$ 134.99	\$ 140.39	\$ 146.01	\$ 151.85
30	Senior Architect / Shop Equipment Specialist	\$ 119.38	\$ 124.16	\$ 129.12	\$ 134.29	\$ 139.66
31	Industrial Engineer	\$ 121.86	\$ 126.73	\$ 131.80	\$ 137.07	\$ 142.56
32	Senior Supervising Engineer	\$ 240.92	\$ 250.55	\$ 260.57	\$ 271.00	\$ 281.84
33	Senior Supervising Architect	\$ 228.33	\$ 237.47	\$ 246.96	\$ 256.84	\$ 267.12
34	Supervising Engineer	\$ 184.13	\$ 191.50	\$ 199.16	\$ 207.12	\$ 215.41
35	Architect I	\$ 85.40	\$ 88.82	\$ 92.37	\$ 96.07	\$ 99.91
36	Assistant Engineer	\$ 80.25	\$ 83.46	\$ 86.79	\$ 90.27	\$ 93.88
37	Planner I	\$ 94.10	\$ 97.86	\$ 101.78	\$ 105.85	\$ 110.08
38	Assistant Engineer	\$ 79.86	\$ 83.06	\$ 86.38	\$ 89.83	\$ 93.43

39	Jacobs (OCS and Bus Procurement)	2020	2021	2022	2023	2024
40	OCS Lead	\$ 269.53	\$ 280.31	\$ 291.52	\$ 303.18	\$ 315.31
41	OCS Support	\$ 200.88	\$ 208.91	\$ 217.27	\$ 225.96	\$ 235.00
42	Commissioning Support	\$ 156.17	\$ 162.41	\$ 168.91	\$ 175.67	\$ 182.69
43	Facilities Lead	\$ 189.03	\$ 196.59	\$ 204.46	\$ 212.63	\$ 221.14
44	BEB Lead	\$ 203.75	\$ 211.90	\$ 220.37	\$ 229.19	\$ 238.35
45	BEB / Bus Procurement	\$ 158.48	\$ 164.81	\$ 171.41	\$ 178.26	\$ 185.39
46	BEB / Procurement Support	\$ 88.29	\$ 91.82	\$ 95.49	\$ 99.31	\$ 103.28
47	Operations / Maintenance	\$ 148.27	\$ 154.20	\$ 160.37	\$ 166.79	\$ 173.46

	M. Lee Corportation (Cost Estimating)	2020	2021	2022	2023	2024
48						
49	Chief Estimator	\$ 254.80	\$ 264.99	\$ 275.59	\$ 286.62	\$ 298.08
50	Senior Electrical Estimator	\$ 243.36	\$ 253.09	\$ 263.22	\$ 273.75	\$ 284.70
51	Senior Estimator	\$ 203.84	\$ 211.99	\$ 220.47	\$ 229.29	\$ 238.46
52	Cost Estimator	\$ 116.48	\$ 121.14	\$ 125.98	\$ 131.02	\$ 136.27

	AGS Consulting (Geotech and Civil)	2020	2021	2022	2023	2024
53						
54	Principal / Civil Engineer	\$ 292.78	\$ 304.49	\$ 316.67	\$ 329.34	\$ 342.51
55	Engineer	\$ 202.46	\$ 210.56	\$ 218.98	\$ 227.74	\$ 236.85
56	Project Engineer	\$ 141.72	\$ 147.39	\$ 153.29	\$ 159.42	\$ 165.79
57	Project Engineer	\$ 110.57	\$ 115.00	\$ 119.60	\$ 124.38	\$ 129.35
58	Sr. Principal Geotech Engineer	\$ 292.78	\$ 304.49	\$ 316.67	\$ 329.34	\$ 342.51
59	Principal Geotech Engineer	\$ 244.50	\$ 254.28	\$ 264.45	\$ 275.03	\$ 286.03
60	Senior Geotech Engineer	\$ 206.36	\$ 214.61	\$ 223.20	\$ 232.13	\$ 241.41
61	Geotechnical Engineer	\$ 140.16	\$ 145.77	\$ 151.60	\$ 157.66	\$ 163.97

	BELLO & Associates (Structural)	2020	2021	2022	2023	2024
62						
63	Principal / Project Manager	\$ 251.68	\$ 261.75	\$ 272.22	\$ 283.11	\$ 294.43
64	Structural Engineer	\$ 205.92	\$ 214.16	\$ 222.72	\$ 231.63	\$ 240.90

	CHS Consulting (Planning)	2020	2021	2022	2023	2024
65						
66	Project Manager	\$ 344.36	\$ 358.14	\$ 372.46	\$ 387.36	\$ 402.86
67	Principal Planner	\$ 341.44	\$ 355.10	\$ 369.30	\$ 384.08	\$ 399.44
68	Transit Operations Specialist	\$ 187.20	\$ 194.69	\$ 202.48	\$ 210.57	\$ 219.00
69	Assistant Transportation Planner	\$ 117.42	\$ 122.11	\$ 127.00	\$ 132.08	\$ 137.36
70	Assistant Transportation Planner	\$ 106.70	\$ 110.97	\$ 115.41	\$ 120.03	\$ 124.83
71	Editor	\$ 112.35	\$ 116.85	\$ 121.52	\$ 126.38	\$ 131.44
72	Graphics Specialist	\$ 107.46	\$ 111.76	\$ 116.23	\$ 120.88	\$ 125.72
73	Administrative	\$ 102.00	\$ 106.08	\$ 110.33	\$ 114.74	\$ 119.33

	Robin Chiang & Associates (Architecture)	2020	2021	2022	2023	2024
74						
75	Principal Architect	\$ 254.80	\$ 264.99	\$ 275.59	\$ 286.62	\$ 298.08
76	Senior Architect	\$ 225.68	\$ 234.71	\$ 244.10	\$ 253.86	\$ 264.01
77	Technical Architect	\$ 227.76	\$ 236.87	\$ 246.35	\$ 256.20	\$ 266.45
78	Design / Planner	\$ 126.88	\$ 131.96	\$ 137.23	\$ 142.72	\$ 148.43
79	Design / Planner	\$ 99.84	\$ 103.83	\$ 107.99	\$ 112.31	\$ 116.80

	VGG Systems Corp. (Electrical)	2020	2021	2022	2023	2024
80						
81	Principal / Electrical Engineer	\$ 202.80	\$ 210.91	\$ 219.35	\$ 228.12	\$ 237.25
82	Senior Consulting Engineer	\$ 182.00	\$ 189.28	\$ 196.85	\$ 204.73	\$ 212.91
83	Drafting	\$ 114.40	\$ 118.98	\$ 123.74	\$ 128.68	\$ 133.83

