

THIS PRINT COVERS CALENDAR ITEM NO.: 10.3

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Streets

BRIEF DESCRIPTION:

Approving two contracts for as-needed consulting services for environmental and transportation analysis with Fehr & Peers (Contract No. SFMTA-2021-08) and Kittelson and Associates, Inc. (Contract No. SFMTA-2021-09), each contract not to exceed \$3,500,000 and a five-year term.

SUMMARY:

- The SFMTA requires assistance from consultants to deliver numerous SFMTA projects vital to meeting the goals and objectives of Vision Zero, MUNI Forward, the Transit First Policy, and Complete Streets policy, in addition to supporting the SFMTA’s Strategic Plan and the City’s General Plan principles.
- The consultant services will generally include California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review, transportation analysis and engineering, and transportation data collection and analytics.
- The SFMTA issued the Request for Proposals (RFP) No. SFMTA-2021-08 on September 22, 2021.
- Fehr & Peers and Kittelson & Associates, Inc. were the two responsive proposers for the locally funded contracts.
- The SFMTA has placed a 25 percent Local Business Enterprise (LBE) participation goal on each of the two contracts.

ENCLOSURES:

1. SFMTAB Resolution
2. Contract with Fehr & Peers
3. Contract with Kittelson and Associates, Inc.

APPROVALS:

		DATE
DIRECTOR	 _____	<u>May 31, 2022</u>
SECRETARY	 _____	<u>May 31, 2022</u>

ASSIGNED SFMTAB CALENDAR DATE: June 7, 2022

PAGE 2.

PURPOSE

Approving two contracts for as-needed consulting services for environmental and transportation analysis with Fehr & Peers (Contract No. SFMTA-2021-08) and Kittelson and Associates, Inc. (Contract No. SFMTA-2021-09), each contract not to exceed \$3,500,000 and a five-year term.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

The item will support the following goals and objectives of the SFMTA Strategic Plan:

Goal 4: Make Streets Safe for Everyone

Goal 5: Deliver Reliable and Equitable Transportation Services

Goal 6: Eliminate Pollution and Greenhouse Gas Emissions by Increasing Use of Transit, Walking, and bicycling

Goal 8: Deliver Quality Projects On-Time and On-Budget

Goal 10: Position the Agency for Financial Success

This item will support the following Transit First Policy Principles:

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

The proposed two contracts with Fehr & Peers and Kittelson and Associates, Inc will provide the SFMTA with as-needed consulting services for environmental and transportation analysis, which will provide environmental and transportation analyses and documentation to assist the SFMTA's Streets Division in the planning, design and evaluation of SFMTA projects and service improvements.

PAGE 3.

Such projects and studies supported by previous as-needed contracts have included the Geary Boulevard Improvement Project, Better Market Street, Folsom-Howard Streetscape, Safer Taylor Street, 22-Fillmore Transit Priority Project, Post-COVID Transit Network Study, and Slow Streets Program.

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

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

The SFMTA issued an RFP on September 22, 2021, to select up to two firms for five-year contracts with no option to extend the contracts after their expiration.

To encourage the consultants to subcontract with smaller, local vendors, each contract has a 25 percent target Local Business Enterprise (LBE) participation goal. The subconsultant participation goal for each contract represents a percentage of the contract value based on the total cost of Task Orders issued. The SFMTA Contract Compliance Office monitors the value of Task Orders issued for each contract and approves an individual participation goal for each Task Order at the time of issuance. The participation goal, or value, set for each Task Order is then measured against the overall goal set for the contract.

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

Fund Source	Date RFP Issued	Number of Responsive Proposals Received	Participation Goal
LOCAL	9/22/2021	2 (Fehr & Peers, and Kittelson and Associates, Inc.)	LBE: 25%

The SFMTA received proposals that were responsive to the RFP from Fehr & Peers and Kittelson and Associates, Inc.

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

<u>Fehr & Peers (Prime Consultant)</u>	<u>Kittelson & Associates, Inc. (Prime Consultant)</u>
Advant Consulting	Toole Design
AGS, Inc.	HNTB
Corey, Canapary & Galanis	Quality Counts
City ID	Ewald & Wasserman Research Consultants
Civic Edge Consulting	Adavant Consulting
HNTB Corporation	Panorama Environmental
ICF Jones & Stokes, Inc.	Urban Design Consulting Engineers
LCW Consulting	PreVision Design
M Lee Corporation	VerPlanck Historic Preservation Consulting
MSA Design & Consulting Inc.	Baseline Environmental Consulting
Nelson\Nygaard Consulting Associates, Inc.	Far Western Anthropological Research Group
Sertior	
Telamon Engineering Consultants (TECI)	
VerPlanck Historic Preservation Consulting	

The Director of Streets will issue task orders to the consultants for as-needed environmental and transportation analysis and documentation services.

In certain circumstances, task orders may be issued following a request for competitive bids from each of the consultants. The Director of Streets (or their designees) will select the preferred bid based on a determination of the bid with the best value. The consultants are not guaranteed assignment of task orders.

The two contracts to be awarded are:

Contract Number	Type of Funding	Not to Exceed Amount	Firm name
SFMTA – 2021 – 08	LOCAL	\$3,500,000	Fehr & Peers
SFMTA – 2021 – 09	LOCAL	\$3,500,000	Kittelson & Associates, Inc.

The term of each contract will not exceed five years.

The consultants’ contractual indemnity obligations for professional design liability is limited to their own negligence, in accordance with State law. The consultants have negotiated to limit their defense costs proportionate to their liability.

STAKEHOLDER ENGAGEMENT

No public outreach was required for the award of these contracts. However, the International Federation of Professional and Technical Engineers, Local 21 was notified on August 3, 2021, as part of the Department of Human Resources approval process.

ALTERNATIVES CONSIDERED

PAGE 5.

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

FUNDING IMPACT

The two contracts will be funded on an as needed basis primarily with state and local fund sources, such as Proposition K sales taxes. The total not-to-exceed amount for each of the two contracts is \$3,500,000 with a five-year term. Consultants are not guaranteed that the Agency will issue task orders for that full amount.

ENVIRONMENTAL REVIEW

On October 9, 2020, the SFMTA, under authority delegated by the San Francisco Planning Department, determined that the contracts for as-needed environmental and transportation analysis and documentation services are not defined as a "project" under the CEQA pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b). A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

At its August 25, 2021, meeting, the Civil Services Commission approved Personnel Services Contract (PSC) request No. 44772-20/21 for \$7,900,000 in connection with these two contracts. This PSC request includes the \$7,000,000 in value for these two local contracts. No other approvals are required. The City Attorney's Office has reviewed the contracts.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute the following two contracts:

- Contract #SFMTA-2021-08 (LOCAL) with Fehr & Peers for As-Needed Environmental and Transportation Analysis and Documentation services, for a total amount not to exceed \$3,500,000 and a term of five years.
- Contract #SFMTA-2021-09 (LOCAL) with Kittelson & Associates, Inc. for As-Needed Environmental and Transportation Analysis and Documentation services, for a total amount not to exceed \$3,500,000 and a term of five years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

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

WHEREAS, The Streets Division requires consultants’ assistance to provide environmental and transportation analyses to support the SFMTA’s delivery of multi-modal transportation planning, engineering and operational improvement projects in a timely and effective manner; and

WHEREAS, On September 22, 2021, the SFMTA advertised RFP #SFMTA 2021-08 soliciting proposals from firms with expertise in environmental review, transportation engineering, planning, and research to provide as-needed services in the areas of (1) environmental analysis and documentation, (2) transportation analysis and engineering, and (3) transportation data collection and analytics; and

WHEREAS, The SFMTA received responsive proposals from Fehr & Peers and from Kittelson & Associates, Inc (collectively, “the Consultants”); and

WHEREAS, The SFMTA's Equal Employment Opportunity office has confirmed the scoring and the proposers' commitment for meeting the respective 25 percent LBE participation goal for each of the proposed two contracts; and

WHEREAS, SFMTA staff has successfully completed contract negotiations with the Consultants; and

WHEREAS, The Consultants’ contractual indemnity obligations for professional design liability is limited to their own negligence, in accordance with State law, and the Consultants have negotiated to limit their defense costs proportionate to their liability; and

WHEREAS, On October 19, 2020, the Civil Service Commission approved these contracts pursuant to PSC request No. 44772-20/21; and

WHEREAS, On October 9, 2020, the SFMTA, under authority delegated by the Planning Department, determined that the As-Needed Environmental and Transportation Analysis and Documentation Services contract is not defined as a “project” under CEQA pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and

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

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract #SFMTA-2021-08 (LOCAL) for As-Needed Environmental and Transportation Analysis and Documentation services with Fehr & Peers, for a total amount not to exceed \$3,500,000, and a term not to exceed five years; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract #SFMTA-2020-09 (LOCAL) with Kittelson & Associates, Inc. for As-Needed Environmental and Transportation Analysis and Documentation services, for a total amount not to exceed \$3,500,000, and a term not to exceed five years; and

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 7, 2022.

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

Fehr & Peers

**for As-Needed Environmental and Transportation Engineering and
Analysis Services**

Contract No. SFMTA-2021-08

Table of Contents

Article 1: Definitions	1
Article 2: Term of the Agreement	3
Article 3: Financial Matters	3
3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.....	3
3.2 Guaranteed Maximum Costs.....	3
3.3 Compensation	4
3.3.1 Amount	4
3.3.2 Method of Computing Compensation	4
3.4 Calculation of Charges.....	6
3.4.1 Payment Limited to Satisfactory Services and Delivery of Goods	6
3.4.2 Withhold Payments.....	6
3.4.3 Invoice Format.....	7
3.4.4 Payment Terms	7
3.4.5 LBE Payment and Utilization Tracking System.....	8
3.4.6 Payment for Goods and/or Services	8
3.5 Audit and Inspection of Records.....	8
3.6 Submitting False Claims	8
3.7 Reserved. (Payment of Prevailing Wages)	9
Article 4: Services and Resources	9
4.1 Services Contractor Agrees to Perform	9
4.2 Task Order Requirements	9
4.2.1 Task Order Request	9
4.2.2 Contractor Request for Information.....	9
4.2.3 Contractor Proposal	10
4.2.4 Negotiation of Cost and Profit.....	10
4.2.5 Record of Negotiations	11
4.2.6 Subcontracting Goals.....	11
4.2.7 Notice to Proceed.....	11
4.2.8 Changes to Task Order Pricing.....	11
4.2.9 Failure to Agree on Terms of Task Order	11
4.2.10 Presentations	11
4.3 Key Personnel	11

4.4	Current Workload and Available Resources.....	12
4.5	Transmittal of Work Product	12
4.6	Agency’s Responsibilities Regarding Submittals	12
4.7	Subcontracting	13
4.8	Independent Contractor; Payment of Employment Taxes and Other Expenses	14
4.8.1	Independent Contractor	14
4.8.2	Payment of Employment Taxes and Other Expenses.....	14
4.9	Assignment	15
4.10	Warranty	15
	Article 5: Insurance and Indemnity	15
5.1	Insurance.....	15
5.2	Indemnification for Design Professionals.....	Error! Bookmark not defined.
5.2.1	Limitations	18
5.2.2	Intellectual Property Infringement.....	18
	Article 6: Liability of the Parties	18
6.1	Liability of City.....	18
6.2	Liability for Use of Equipment	18
6.3	Liability for Incidental and Consequential Damages.....	18
	Article 7: Payment of Taxes	19
7.1	Contractor to Pay All Taxes.....	19
7.2	Possessory Interest Taxes	19
7.3	Withholding	19
	Article 8: Termination and Default.....	20
8.1	Termination for Convenience	20
8.1.6	Payment Obligation	21
8.2	Termination for Default; Remedies	21
8.3	Non-Waiver of Rights.....	23
8.4	Rights and Duties upon Termination or Expiration.....	23
	Article 9: Rights In Deliverables	24
9.1	Ownership of Results.....	24
9.2	Works for Hire	24
	Article 10: Additional Requirements Incorporated by Reference	24
10.1	Laws Incorporated by Reference	24
10.2	Conflict of Interest	24

10.3 Prohibition on Use of Public Funds for Political Activity.....	25
10.4 Consideration of Salary History.....	25
10.5 Nondiscrimination Requirements	25
10.5.1 Non Discrimination in Contracts	25
10.5.2 Nondiscrimination in the Provision of Employee Benefits	25
10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance	25
10.7 Minimum Compensation Ordinance.....	26
10.8 Health Care Accountability Ordinance	26
10.9 First Source Hiring Program.....	26
10.10 Alcohol and Drug-Free Workplace.....	26
10.11 Limitations on Contributions	27
10.12 Reserved. (Slavery Era Disclosure)	27
10.13 Reserved. (Working with Minors)	27
10.14 Consideration of Criminal History in Hiring and Employment Decisions.....	27
10.15 Reserved. (Public Access to Nonprofit Records and Meetings).....	28
10.16 Food Service Waste Reduction Requirements.....	28
10.17 Reserved. (Distribution of Beverages and Water)	28
10.18 Tropical Hardwood and Virgin Redwood Ban	28
10.19 Reserved. (Preservative Treated Wood Products)	28
Article 11: General Provisions	28
11.1 Notices to the Parties	28
11.2 Compliance with Americans with Disabilities Act.....	28
11.3 Incorporation of Recitals.....	29
11.4 Sunshine Ordinance	29
11.5 Modification of this Agreement.....	29
11.6 Dispute Resolution Procedure.....	29
11.6.1 Negotiation; Alternative Dispute Resolution.....	29
11.6.2 Government Code Claim Requirement	29
11.7 Agreement Made in California; Venue.....	30
11.8 Construction.....	30
11.9 Entire Agreement	30
11.10 Compliance with Laws	30
11.11 Severability	30
11.12 Cooperative Drafting	30

11.13 Order of Precedence.....	30
11.14 Notification of Legal Requests	30
Article 12: SFMTA Specific Terms	31
12.1 Large Vehicle Driver Safety Training Requirements	31
Article 13: Data and Security.....	32
13.1 Nondisclosure of Private, Proprietary or Confidential Information	32
13.1.1 Protection of Private Information	32
13.1.2 Confidential Information	32
13.2 Reserved. (Payment Card Industry (PCI) Requirements).....	32
13.3 Reserved. (Business Associate Agreement)	32
13.4 Ownership of City Data	32
13.4 Management of City Data and Confidential Information	32
13.5.1 Access to City Data	32
13.2.2 Use of City Data and Confidential Information	32
13.4.3 Disposition of Confidential Information	33
Article 14: MacBride Principles And Signature	33
14.1 MacBride Principles -Northern Ireland	33

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

**Agreement between the City and County of San Francisco and
Fehr & Peers
for As-Needed Environmental and Transportation Engineering and Analysis Services
Contract No. SFMTA-2021-08**

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

Recitals

A. The SFMTA wishes to contract with Contractor for as-needed environmental and transportation engineering and analyses (Services) to support San Francisco sustainable community and economic development.

B. This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals (RFP) No. SFMTA-2021-08, issued on September 22, 2021, pursuant to which City selected Contractor as the highest-qualified scorer.

C. The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 25%.

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. 44772-20/21 for this Agreement on October 19, 2020.

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 that data as described in Article 13 of this Agreement, which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement, as well as Confidential Information.

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

1.6 “**Confidential Information**” means information and data that the SFMTA has identified as confidential or otherwise not to be released to the public without the express written authority of the SFMTA.

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 Fehr & Peers, 345 California Street, Suite 450, San Francisco, CA 94104.

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 that are 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 all 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 “**Subconsultant**” or “**Subcontractor**” means any firm under contract to the Contractor for services under this Agreement.

1.21 “**Task Order**” means a written directive from the SFMTA to the Contractor to perform specified work.

Article 2 Term of the Agreement

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

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. The SFMTA will pay Contractor on a task-order basis for Services it performs under this Agreement.

3.3.1 Amount. Contractor's compensation for the Services it performs under Task Orders shall be based on either:

- (a) a negotiated lump-sum price (that includes all direct hourly labor rates, overhead, profit, and all other costs) for the Task Order; or
- (b) a negotiated number of hours per Task Order (using the hourly labor rates set forth in Appendix B (Calculation of Charges) plus a fixed profit and, if applicable, Subcontractor markup negotiated in accordance with Appendix B subject to a total not to exceed amount.

In no event shall the amount of this Agreement exceed Three Million Five Hundred Thousand Dollars (\$3,500,000).

3.3.2 Method of Computing Compensation. Contractor's compensation for Task Orders based on a negotiated number of hours shall be as described below.

(a) **Direct Hourly Labor Rates.** The direct hourly labor rates in Appendix B shall be fixed at that level until 12 months after the Effective Date of this Agreement. Thereafter, during the term of this Agreement, Contractor may request to escalate these rates based on the annual percentage change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area (CPI-U) or three percent, whichever was lower during the previous 12 months. Contractor must request any escalation of these direct hourly labor rates no later than 30 Days before the anniversary of the award date of this Agreement, and failure to timely do so may result in a denial of the request. Any requests for escalation of directly hourly labor rates must include evidence of the change in the CPI-U. The SFMTA will review all requests for escalation of fees within 30 Days of receipt and notify Contractor of either an approval or denial. If approved, the new rates will become effective on the anniversary of the award date of this Agreement. In no event will the start of the new rates be backdated unless it can be shown that there was a delay on the part of the SFMTA in reviewing the request for escalation of rates. No direct hourly labor rate may be increased without prior written approval of the SFMTA.

(b) Overhead Rates.

(i) The overhead rates in Appendix B shall be fixed at that level until 12 months after the date of award of this Agreement. Thereafter, during the term of this Agreement, Contractor may request to escalate these rates in accordance with the escalation-request process for direct hourly labor rates, described above.

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

(c) Reimbursable Costs. The standards and requirements for compensability of Contractor's expenses under this Agreement shall be as set out in the Office of Management and Budget (OMB) Circular A-87, Cost Principles For State, Local, and Indian Tribal Governments. Contractor understands the City does not intend to pay the Contractor for costs under this Agreement that would not be reimbursable to City from its funding agencies in accordance with Circular A-87; and that all payments under this Agreement are subject to audit and adjustment.

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

(e) 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. Contractor and Subcontractor

personnel relocation costs and entertainment or personal expenses of any kind will not be reimbursable under this Agreement. 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.

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

3.4 Calculation of Charges. For Task Orders based on a negotiated number of hours, Contractor shall provide an invoice to the SFMTA on a monthly basis for Services (including goods delivered, if any) completed in the immediately preceding month, unless a different schedule is set out in Appendix B. For Task Orders based on a lump-sum price, Contractor shall provide an invoice to the SFMTA as a one-time lump sum amount upon completion of the Task Order, or a percentage or dollar amount per milestone each month, in either case as defined in the Task Order. Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the City be liable for interest or late charges for any late payments. The City will only pay for Services requested and received; the City will not honor retainer or "minimum service order" charges.

3.4.1 Payment Limited to Satisfactory Services and Delivery of Goods . Contractor is not entitled to any payments from City until the SFMTA approves the goods and/or Services, including any furnished Deliverables delivered under this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials or other goods, or Services, even if the unsatisfactory character of such Deliverables, equipment, components, materials, goods or Services may not have been apparent or detected at the time such payment was made. The City may reject Deliverables, equipment, components, materials, goods and/or Services delivered under this Agreement that do not conform to the requirements of this Agreement. In such case, Contractor must replace the non-conforming Deliverables, equipment, components, materials, goods and/or Services without delay and at no cost to the City.

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

3.4.3 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 and a specific invoice date. Contractor shall submit invoices for all allowable charges incurred in the performance of each Task Order. No more than one invoice shall be submitted per Task Order in a month. Each Contractor invoice shall contain the following information:

- (a) Contract Number;
- (b) Task Order Number;
- (c) Purchase Order ID for the Task Order;
- (d) A copy of the receipts for all expenses invoiced;
- (e) Description of the Services performed and/or goods delivered;
- (f) Supplier Name and ID
- (g) Name, position, direct hourly rate and hours worked of employee(s) whose labor is invoiced, except where Contractor invoices for a deliverable that is priced in the Task Order as a lump sum, or as estimated milestone payments described in the Task Order budget;
- (h) Other direct costs;
- (i) Subcontractor costs supported by invoice itemization in the same format as described here;
- (j) Profit for current invoice period. Profit will be calculated as a prorated portion of the total profit for the task for which Contractor seeks payment. Profit will be for an amount not to exceed ten percent of the total Contract value;
- (k) Total mark up for current invoice period for all Subcontractor's work effort for that invoice period as an amount not to exceed five percent of Subcontractor's total labor charges;
- (l) Contract payment terms;
- (m) Sales/use tax (if applicable); and
- (n) Total costs

3.4.4 Payment Terms

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

- (b) Reserved. (Payment Discount Terms)

(c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

3.4.5 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of the SFMTA's payment of an invoice, Contractor shall confirm that all subcontractors have been paid via the B2GNow System (<https://sfmta.diversitycompliance.com/>) unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due.

3.4.6 Payment for Goods and/or Services.

(a) The City utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.5 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 less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.6 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.

3.7 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 Task Order Requirements. Contractor shall perform the Services under Task Orders the SFMTA issues in accordance with the process described below. The SFMTA will define requirements for Task Orders. The scope of work, cost and estimated time to perform the task fully will be agreed upon in advance of the start of work on the task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below. The cost of preparing invoices, including required LBE forms, and the Contractor proposal must be incorporated into the overhead rate (as approved in Appendix B). Additionally, project management costs may incorporate, but not be limited to, preparation of meeting materials, summary of meeting notes, a task monitoring system (e.g., bi-weekly project reports or monthly status updates). Contractor time spent managing or overseeing work performed by Subcontractors will not be compensable.

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

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

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

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

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

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

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

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

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

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

- Proposed profit of Contractor's work effort as a fixed fee amount not to exceed ten percent of Contractor's estimated direct hourly labor rates and overhead costs; and
- For work performed by all Subcontractors, proposed total mark-up for Contractor on Subcontractor's work effort as a fixed fee not to exceed five percent of Subcontractor's total labor charges (does not include Other Direct Costs (ODCs)).

4.2.4 Negotiation of Cost and Profit . The SFMTA Project Manager will review the Task Order proposal and negotiate with Contractor pricing for the Task Order, which shall be either a lump-sum price or actual direct costs plus a negotiated fixed overhead and profit subject to a payment cap to perform the task.

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

4.2.6 Subcontracting Goals. The CCO will review the final negotiated Task Order scope and schedule to determine the LBE goal. Subcontracting goals assigned to each Task Order shall be tracked by the CCO as part of the overall goal set forth in the Agreement.

4.2.7 Notice to Proceed. The SFMTA will issue and send to Contractor a written notice to proceed (NTP), Task Order number, and Purchase Order after verifying that sufficient funds are available to pay for the Task Order. Contractor shall not commence work under any Task Order until it receives a corresponding NTP and Purchase Order from the SFMTA. Proposer shall use this Task Order number when submitting invoices to the SFMTA's project manager for payment under the Task Order.

4.2.8 Changes to Task Order Pricing. Task Order pricing shall not be modified unless there is a material change in the Task Order's scope of Services, in which case a new Task Order proposal, pricing negotiation, record of negotiations, and notice to proceed shall be required before the SFMTA approves the change in pricing.

4.2.9 Failure to Agree on Terms of Task Order . In the event that the SFMTA and Contractor cannot reach agreement on the terms of the Task Order, the SFMTA may cancel the Task Order and have the work accomplished through other available sources.

4.2.10 Presentations. In the performance of assigned tasks, the Contractor, shall prepare graphic and written presentations, and participate in presentations of said material to various City departments, commissions, and interested community groups as specified in an applicable task order.

4.3 Key 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 shall 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. Contractor agrees that the following key team members shall be committed and assigned to provide services under this Agreement to the level required by SFMTA for the term of the Agreement and shall also be staffed at the local Contractor's offices within the San Francisco Bay Area for all such time:

- Eric Womeldorff
- Geoff Rubendall
- Dana Weissman
- Erin Ferguson
- Taylor McAdam
- Ingrid Ballús Armet

Contractor shall advise SFMTA immediately any time one of the Key Team Members deviates from its committed role or time on the Task Order (e.g., is assigned to another

project). SFMTA may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

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

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

4.6 Agency's Responsibilities Regarding Submittals. The Agency will review and comment on Contractor's submittals generally within two calendar weeks of submittal. The Agency and Contractor will establish a timetable of submittals and reviews in the initial coordination meetings and include such a timetable in the approved Task Order. The Agency's review and comments of Contractor submittals shall in no way relieve the Contractor of its independent responsibility to perform its own quality checks and review, nor shall any comment or review by the Agency relieve the Contractor of its independent responsibility to provide submittals and deliverables in full compliance with local, state and federal codes, regulations and standards.

If Contractor considers certain Agency review comments or directives, either written or oral, to require work efforts not included in the approved Program Management/Implementation Plan, the Contractor shall provide Agency with either a written request for clarification of intended work or a proposal to proceed with additional work within five working days of discovering the perceived extra work, in strict accordance with the procedures specified in subsection 4.2.3 above.

4.7 Contractor Vaccination Policy

4.7.1 Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (Emergency Declaration), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (Contractor Vaccination Policy), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

4.7.2 A contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. This Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. This Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

4.7.3 In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(a) Contractor has read the Contractor Vaccination Policy pertaining to the obligations of the SFMTA;

(b) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(c) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify the SFMTA by completing and submitting the Covered Employees Granted Exemptions Form (Exemptions Form), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

4.8 Subcontracting.

4.8.1 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.

4.8.2 City’s execution of this Agreement constitutes its approval of the Subcontractors listed below.

- Advant Consulting
- AGS, Inc.
- Corey, Canapary & Galanis
- City ID
- MSA Design & Consulting Services, Inc.
- Nelson\Nygaard Consulting Associates, Inc.
- Sertior

- Civic Edge
- HNTB Corporation
- ICF Jones & Stokes, Inc.
- LCW Consulting
- M Lee Corporation
- Telamon Engineering
- VerPlanck Historic Preservation Consulting

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

4.9.1 Independent Contractor. For the purposes of this Section 4.8, “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.

4.9.2 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 4.8 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.

4.10 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.

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

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

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Reserved. (Cyber and Privacy Coverage)

(g) Reserved. (Pollution Liability Insurance)

5.1.2 Additional Insured Endorsements

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

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

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

5.1.3 Waiver of Subrogation Endorsements

(a) 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.

5.1.4 Primary Insurance Endorsements

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

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

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

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

5.1.5 Other Insurance Requirements

(a) 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.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, 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.

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

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

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance 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.

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

5.2 Indemnification. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City, provided, however, such approval shall not be unreasonably withheld), indemnify and save harmless the City, its

boards, commissions, officers, and employees (collectively “Indemnitees”), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its Subcontractors), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, reasonable attorneys’ fees, litigation expenses, reasonable fees of expert Contractors or witnesses in litigation, and costs of investigation), to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the Contractor, any Subcontractor of Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, “Liabilities”). In no event shall the cost to defend charged to Contractor exceed Contractor’s proportionate percentage of fault.

5.2.1 Limitations. No insurance policy covering the Contractor’s performance under this Agreement shall operate to limit the Contractor’s Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities.

5.2.2 Intellectual Property Infringement. Contractor shall also fully indemnify, defend and hold harmless without limitation all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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.

Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.6 Payment Obligation. 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:

- 3.6 Submitting False Claims
- 4.9 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 (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

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:

3.4.1	Payment Limited to Satisfactory Services and Delivery of Goods
3.5	Audit and Inspection of Records
3.6	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 hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon 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 25% 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, (b) a candidate for that City elective office, or (c) 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 Reserved. (Public Access to Nonprofit Records and Meetings).

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: Matthew Boyle
Administrative Analyst
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103
Matthew.Boyle@sfmta.com

To Contractor: Eric Womeldorff
Principal
345 California Street, Suite 450,
San Francisco, CA 94104
e.womeldorff@fehrandpeers.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 October 20, 2021. 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, and any 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 all City Data given by City to Contractor in the performance of this Agreement, or which in any way might reasonably require access to City 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/largevehicletainingstandards. 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, or collect on City's behalf, 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, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

13.3 Reserved. (Business Associate Agreement).

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

13.5 Management of City Data and Confidential Information.

13.5.1 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.

13.5.2 Use of City Data and Confidential Information. Contractor agrees to hold City Data received from, or collected on behalf, of the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data 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 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.

13.5.3 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than 30 Days, return all Data given to or collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall within 10 Days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors’ environment(s), 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 Days of the purge. Secure disposal shall be accomplished by “clearing,” “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, or the most current industry standard.

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>San Francisco Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary, SFMTA Board of Directors</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Fehr & Peers</p> <hr/> <p>Eric Womeldorff Principal</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: 0000020265</p>
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Appendices:

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

Appendix A Scope of Services

I. Description of Services

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

The following are work tasks related to the As-Needed Environmental and Transportation Engineering/Analysis. In each task order, the SFMTA will set forth a detailed scope of Services to be performed.

Specific Services may include, but are limited to, the following tasks:

1. Environmental Analysis and Documentation Services (CEQA and NEPA)

Contractor shall be responsible for preparing CEQA and/or NEPA analysis in partnership with SFMTA environmental review staff and project managers and in consultation, or under the direction of, the Planning Department. The tasks shall include but not limited to the following:

- a. Initial consultation for determining the level of environmental review that would be required and overall environmental review approach.
- b. Provide environmental review and analysis of proposed SFMTA projects and policies; prepare documents for compliance with CEQA, including, but not limited to, Exemptions, Initial Studies / Environmental Evaluation Checklist, Negative Declaration / Mitigated Negative Declaration, Draft and Final Environmental Impact Reports (EIR), Addendums, Supplemental and Subsequent EIRs, Mater EIRs and any other CEQA documents or portions thereof including the technical studies to support such documents.
- c. Preparation of NEPA documents, such as but not limited to Categorical Exclusion memos/forms, Initial Studies, Environmental Assessments, Findings of No Significant Impacts, addenda or portions of aforementioned documents as well as documents necessary for Section 106 and 4(f) compliance and any other documents to support NEPA documentation.
- d. Preparation or review of specialized studies in the following areas:
 - i. Architectural History / Cultural Landscapes/ Historic Architectural;
 - ii. Archaeological;
 - iii. Biological;
 - iv. Geological;
 - v. Hazardous materials;
 - vi. Energy & Greenhouse Gas (GHG) emissions;
 - vii. Water Quality;

- viii. Noise and vibration;
 - ix. Aesthetics and Visual impacts;
 - x. Wind impacts;
 - xi. Air Quality;
 - xii. Transportation analyses for environmental review, including but not limited to preparing Transportation Impact Studies, Synchro analysis of traffic level of service impacts from transportation projects, Vehicle Miles Traveled analysis, safety analysis, traffic device warrants, parking occupancy and utilization analysis, assessment of project impacts on transit, pedestrian and bicycle travel, loading impacts, emergency vehicle access impacts and assessments of cumulative/future traffic impacts. Analyses will be consistent with SFMTA guidance and the SF Planning Department's Transportation Impact Analysis Guidelines for Environmental Review under the direction of the SF Planning Department;
 - xiii. Title VI and environmental justice;
 - xiv. Socioeconomics;
 - xv. Conduct analysis to support sea level rise vulnerability assessment; and
 - xvi. Mitigation Monitoring and Reporting Programs.
- e. Conducting or assisting with scoping sessions and other agency and public outreach meetings.
 - f. Preparing analyses or memos on environmental strategy and procedures (e.g., best practices or typical practices regarding environmental review for SFMTA projects and programs).
 - g. Coordination of comments and preparation of responses from CEQA responsible agencies, along with other public and private stakeholder on draft and final SFMTA environmental documents.
 - h. Implementing and reporting on mitigation monitoring programs.
 - i. Review of proposed changes to CEQA and/or NEPA and drafting comment memos in response to those changes.
 - j. Other related tasks as may be necessary to complete CEQA and NEPA review, including but not limited to review of documents prepared by the Planning Department and/or other Lead Agencies.

2. Transportation Analysis and Engineering Services

Contractor shall be responsible for preparing transportation analysis and engineering services. The tasks shall include but not limited to the following:

- a. Propose and evaluate physical design improvements for complete streets projects, Parking related projects, and Parking and intermodal facilities such as transit hubs.

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

3. **Transportation Data Collection and Analytics**

Contractor shall be responsible for data collection, analytics and presentation of findings. The tasks shall include but not limited to the following:

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

- v. If multiple days or data points, deliverables must be formatted as one Microsoft Excel file with multiple tabs (versus sending us multiple files for same location);
 - vi. Complex intersections may require confirmation of geometrics (legs of the intersection, N/S naming convention, etc.) prior to completing turn counts; and
 - vii. Writable Microsoft Excel file format is default unless expressed otherwise by SFMTA.
- b. Development, application, and analysis of surveys and market research of people using specific modes of travel to understand demographics, origins and destinations, trip making patterns, and other factors influencing travel mode choice. This could include intercept type surveys and license plate collection surveys;
 - c. Research and analysis of transportation policies, including existing City and SFMTA-specific policies, and global and US/North American best practices. Outcomes to include recommendations for strategic policies;
 - d. Conduct analysis of existing agency data and data from external vendors to identify and analyze travel markets, parking utilization and pricing, transit ridership, congestion metrics as well as other performance metrics;
 - e. Conduct Cost/Benefit analysis for transportation related projects, including federal TIGER grant applications and conduct value capture analysis of benefits of major transit investments adjacent to new development;
 - f. Provide support with development of grant proposals. Lead and/or support the development and implementation of revenue models and analysis for citywide variable-rate pricing related to parking; conduct nexus studies for rates and fees;
 - g. Applying range of geospatial analysis techniques to available or developed geospatial data sets. Lead and/or support the development of geospatial data that depicts the transportation system or other relevant data;
 - h. Conduct before and after studies for project implementation. This could include using tools such as Synchro or Vissim to measure modal performance;
 - i. Synthesize data collected and results of analysis into well written and easily understood memorandums and/or reports, including providing well designed graphics that convey technical information;
 - j. Support development of area-specific (e.g., neighborhood) parking management plans;
 - k. Develop travel demand forecasting and volume projections for all modes; and
 - l. Develop web-based data collection/presentation tools.

4. Deliverables

Deliverables include reports, studies, data, specifications, design criteria, graphs, tape recordings, pictures, memoranda, letters, computer-generated data, calculations, estimates,

summaries and such other information and material as may have been accumulated or generated by the Consultant or its Subconsultants, in connection with the services performed under this Agreement, whether completed or in process.

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

5. Schedule

The estimated time to perform the task fully will be agreed upon in advance of the start of work on the task. Timelines for submission of deliverables and any associated milestones shall also be agreed upon in advance of the start of work on the task. Start of work on the task will not begin until Project Manager has communicated a Notice to Proceed to Consultant.

6. Evaluation of Work Product

The determination whether deliverables and/or services provided are acceptable shall be the sole discretion of the Project Manager, or SFMTA's designee.

7. Location of Work

Services will be provided at various locations within San Francisco, dependent on the needs of the specific project.

II. 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.

III. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

IV. Department Liaison

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

**Appendix B
Calculation of Charges**

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

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Fehr & Peers	Principal - Category D	Bachelor's or more advanced degree, 20+ years experience, PE or AICP (typ.), Firm Technical or Operational Leader	\$118.75	\$343.56
Fehr & Peers	Principal - Category C	Bachelor's or more advanced degree, 15+ years experience, PE or AICP (typ.), Firm Technical or Operational Leader	\$101.92	\$294.86
Fehr & Peers	Principal - Category B	Bachelor's or more advanced degree, 15+ years experience, PE or AICP (typ.) or extensive training in technical topic(s)	\$91.35	\$264.28
Fehr & Peers	Principal - Category A	Bachelor's or more advanced degree, 15+ years experience, technical subject matter expert	\$84.62	\$244.81
Fehr & Peers	Associate - Category E	Bachelor's or more advanced degree, 15+ years experience	\$76.44	\$221.15
Fehr & Peers	Associate - Category D	Bachelor's or more advanced degree, 12+ years experience	\$70.91	\$205.15

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Fehr & Peers	Associate - Category C	Bachelor's or more advanced degree, 10+ years experience, technical expert	\$67.79	\$196.12
Fehr & Peers	Associate - Category B	Bachelor's or more advanced degree, 10+ years experience	\$64.90	\$187.76
Fehr & Peers	Associate - Category A	Bachelor's or more advanced degree, 8+ years experience	\$56.97	\$164.82
Fehr & Peers	Engineer/Planner - Category F	Bachelor's or more advanced degree, 6+ years experience	\$50.00	\$144.66
Fehr & Peers	Engineer/Planner - Category E	Bachelor's or more advanced degree, 5+ years experience	\$47.12	\$136.32
Fehr & Peers	Engineer/Planner - Category D	Bachelor's or more advanced degree, 5+ years experience	\$44.23	\$127.96
Fehr & Peers	Engineer/Planner - Category C	Bachelor's or more advanced degree, 3+ years experience	\$43.75	\$126.57
Fehr & Peers	Engineer/Planner - Category B	Bachelor's or more advanced degree, 1+ years experience	\$40.38	\$116.82

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Fehr & Peers	Engineer/Planner - Category A	Bachelor's or more advanced degree in transportation planning, engineering or related field	\$37.74	\$109.19
Fehr & Peers	Technician - Category F	4-year degree or equivalent technical training, 4+ years experience, certification (typ.)	\$46.00	\$133.08
Fehr & Peers	Technician - Category E	4-year degree or equivalent technical training, 4+ years experience	\$43.00	\$124.40
Fehr & Peers	Technician - Category D	4-year degree or equivalent technical training, 2+ years experience	\$40.00	\$115.72
Fehr & Peers	Technician - Category C	Associate's degree or equivalent certificate, 2-4 years experience	\$37.00	\$107.04
Fehr & Peers	Technician - Category B	Associate's degree or equivalent certificate, 1-3 years experience	\$34.00	\$98.37
Fehr & Peers	Technician - Category A	Associate's degree or equivalent certificate, 0-2 years experience	\$31.00	\$89.69
Fehr & Peers	Administrative Assistant - Category F	4-year degree, 6+ years experience	\$43.00	\$124.40

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Fehr & Peers	Administrative Assistant - Category E	4-year degree, 4+ years experience	\$41.00	\$118.62
Fehr & Peers	Administrative Assistant - Category D	4-year degree, 2+ years experience	\$38.00	\$109.94
Fehr & Peers	Administrative Assistant - Category C	Associate's degree or equivalent certificate, 0-2 years experience	\$36.00	\$104.15
Fehr & Peers	Administrative Assistant - Category B	Associate's degree or equivalent certificate, 0-2 years experience	\$33.00	\$95.47
Fehr & Peers	Administrative Assistant - Category A	Associate's degree or equivalent certificate, 0-2 years experience	\$31.00	\$89.69
Fehr & Peers	Intern - Category B	2+ years of college experience in field of planning & engineering or other related field	\$37.00	\$107.04
Fehr & Peers	Intern - Category A	Some college experience in field of planning & engineering or other related field	\$34.00	\$98.37
Adavant Consulting	Senior Transportation Planner & Traffic Engineer	Master of Engineering; 35 years of experience	-	\$218.18

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
AGS, Inc.	Senior Principal Civil Engineer	Bachelor of Science in Civil Engineering; 30+ years of experience	\$100.00	\$282.00
AGS, Inc.	Principal Civil Engineer	Bachelor of Science in Civil Engineering; 25+ years of experience	\$80.50	\$227.01
AGS, Inc.	Senior Civil Engineer - Category C	Bachelor of Science in Civil Engineering; 20+ years of experience	\$77.00	\$217.14
AGS, Inc.	Senior Civil Engineer - Category B	Bachelor of Science in Civil Engineering; 16 years of experience	\$70.50	\$198.81
AGS, Inc.	Senior Civil Engineer - Category A	Bachelor of Science in Civil/Construction Engineering; 13 years of experience	\$61.00	\$172.02
AGS, Inc.	Project Civil Engineer	Bachelor of Science in Civil Engineering; 12+ years of experience	\$55.00	\$155.10
AGS, Inc.	Civil Engineer - Category C	Bachelor of Science in Civil Engineering, 10 years of experience	\$50.00	\$141.00
AGS, Inc.	Civil Engineer - Category B	Bachelor of Science in Civil Engineering, 6 years of experience	\$45.00	\$126.90

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
AGS, Inc.	Civil Engineer - Category A	Bachelor of Science in Civil Engineering, 3 years of experience	\$40.00	\$112.80
AGS, Inc.	Senior CADD Specialist	Computer Science, LDD, & C3D coursework; 12+ years of experience	\$39.00	\$109.98
AGS, Inc.	CADD Specialist	Computer Science, LDD, & C3D coursework; 10+ years of experience	\$36.50	\$102.93
AGS, Inc.	Staff Engineer	Bachelor of Science in Civil Engineering; 2 years of experience	\$30.00	\$84.60
Corey, Canapary & Galanis	CEO/Team Leader	Bachelor of Arts; 23 years of experience	\$60.88	\$125.42
Corey, Canapary & Galanis	Research Director/Project Manager	High School Graduate; 16 years of experience	\$36.61	\$75.42
Corey, Canapary & Galanis	Chief Analyst	Bachelor of Arts; 13 years of experience	\$31.91	\$65.73
Corey, Canapary & Galanis	Fieldwork Supervisor	Bachelor of Arts; 25+ years of experience	\$20.64	\$42.51

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Corey, Canapary & Galanis	Clerical/Data Entry	(various)	\$20.63	\$42.50
Corey, Canapary & Galanis	Bilingual Interviewers	(various)	\$26.38	\$54.35
Corey, Canapary & Galanis	Field Interviewers	(various)	\$18.50	\$38.10
City ID	Design Director	Dip UDR Urban Design & Regeneration BS(Hons) Environmental Planning; 25+ years of experience	\$88.50	\$283.21
City ID	Projects Director	HND Industrial Design (Engineering) BA (Hons) 3D Design (Industrial); 15+ years of experience	\$74.20	\$237.45
City ID	Principal Designer	BA (Hons) Graphic Design; 10+ years of experience	\$77.26	\$247.24
City ID	Senior Designer 2	BA (Hons) Graphic Design; 10+ years of experience	\$68.46	\$219.08
City ID	Senior Designer 1	BA Visual Communications Design; 6+ years of experience	\$50.26	\$160.84

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
City ID	Planner 2	BA (Hons) Graphic Design; 6+ years of experience	\$43.59	\$139.49
City ID	Planner 1	BA (Hons) Graphic Design; 5+ years of experience	\$33.20	\$106.24
City ID	Designer	BA (Hons) Graphic Design; 4+ years of experience	\$30.12	\$96.39
City ID	Junior Designer	BA Architecture (Major) Graphic Design (Minor)	\$25.07	\$80.23
Civic Edge Consulting	Partner	Bachelor of Arts, Masters of Art, 10+ years experience	\$64.71	\$275.02
Civic Edge Consulting	Vice President	Bachelor of Arts, 10+ years experience	\$58.82	\$249.99
Civic Edge Consulting	Senior Director	Bachelor of Arts, 20+ years experience	\$52.94	\$225.00
Civic Edge Consulting	Director	Bachelor of Arts, 8+ years experience	\$50.58	\$214.97

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Civic Edge Consulting	Senior Project & Marketing Manager	Bachelor of Arts, 6+ years experience	\$44.71	\$190.02
Civic Edge Consulting	Senior Project Manager	Associate Degree or technical training, 4+ years of experience	\$44.71	\$190.02
Civic Edge Consulting	Project Manager	4-year college degree, 1+ years experience	\$38.82	\$164.99
Civic Edge Consulting	Project Assistant	Applicable experience or technical training	\$31.76	\$134.98
Civic Edge Consulting	Outreach Ambassador	Various	\$21.15	\$89.89
HNTB Corporation	Project Director - Engineering	Bachelor's Degree in Engineering, 16 years relevant experience, 4 years of supervisory experience	\$142.16	\$350.75
HNTB Corporation	Group Director - Engineering	Bachelor's Degree in Engineering, 16 years relevant experience, 4 years of supervisory experience	\$133.00	\$328.15
HNTB Corporation	Group Director - Planning	Bachelor's Degree in related field, 12 years practical experience; 4 years supervisory experience	\$129.00	\$318.28

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB Corporation	Director - Public Involvement	Bachelor's degree in Political Science, Marketing, Communications, English, Journalism or related field, 10 years related experience, 4 years supervisory experience	\$98.00	\$241.80
HNTB Corporation	Engineer I	Bachelor's Degree in Engineering; 1 year of relevant experience, EIT	\$45.00	\$111.03
HNTB Corporation	Engineer II	Bachelor's Degree in Engineering and 2 years of relevant experience; Master's Degree in Engineering and 1 year of relevant experience	\$56.37	\$139.08
HNTB Corporation	Engineer III	Bachelor's Degree in Engineering, 5 years relevant experience, EIT	\$62.16	\$153.37
HNTB Corporation	Planner I	Bachelor's Degree in Landscape Architecture, Planning, Urban Design or related field	\$37.00	\$91.29
HNTB Corporation	Planner II	Bachelor's Degree in Landscape Architecture, Planning, Urban Design or related field with 1 year experience	\$43.00	\$106.09
HNTB Corporation	Planner III	Bachelor's Degree in Landscape Architecture, Architecture or related field experience; 4 years related experience or 2 years with Master's Degree in Landscape Architecture, Architecture, or related field	\$47.00	\$115.96

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB Corporation	Planner IV	Bachelor's Degree in Planning or related field, 6 years related experiences or 4 years with Master's Degree in Planning or related	\$60.00	\$148.04
HNTB Corporation	Planner V	Bachelor's Degree in Urban Planning, Geography, Engineering or related field and 8 years professional experience; Master's Degree in Urban Planning, Geography, Engineering or related field and 7 years of relevant experience	\$65.00	\$160.37
HNTB Corporation	Environmental Planner III	Bachelor's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 4 years of relevant experience; Master's Degree in Landscaping Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 3 years of relevant experience	\$51.00	\$125.83
HNTB Corporation	Environmental Planner IV	Bachelor's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 6 years of relevant experience. Master's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 5 years of relevant experience	\$52.00	\$128.30

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB Corporation	Senior Planner - Transportation Planning	Master's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 5 years of relevant experience. 8 years related experience (with Master's degree in Landscape Architecture, Planning or related field)	\$89.00	\$219.59
HNTB Corporation	Senior Technical Advisor - Engineering	Bachelor's Degree in Engineering; 16 years of relevant experience	\$107.00	\$264.00
HNTB Corporation	Project Finance Assistant	Associate's Degree; Experience with Microsoft Dynamics AX	\$35.00	\$86.36
HNTB Corporation	Project Analyst	Bachelor's Degree in Finance, Accounting, Business, Engineering or relevant degree; 2 years' experience in financial/project analysis or similar position; in lieu of education, 6 years of relevant experience in Architecture/Engineering or similar industry only	\$44.00	\$108.56
HNTB Corporation	Senior Project Analyst	Bachelor's Degree in Finance, Accounting Business, Engineering or relevant degree	\$54.00	\$133.23
HNTB Corporation	Project Manager I - Engineering	Bachelor's degree in Engineering and 8 years of relevant experience, 2 years task management or Deputy PM experience	\$77.00	\$189.98

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB Corporation	Project Manager II - Engineering	Bachelor's degree in Engineering, 12 years relevant experience, 4 years project management experience	\$98.00	\$241.80
HNTB Corporation	Senior Project Manager - Engineering	Bachelor's degree in Engineering, 16 years relevant experience, 6 years project management experience	\$117.00	\$288.67
HNTB Corporation	Project Manager I - Planning	Bachelor's degree in Planning, Landscape Architecture, Urban Design, Engineering, Geology, Biology, Environmental Science, Anthropology, Archaeology, or related field and 8 years relevant experience, 2 years of task management or Deputy PM experience	\$67.00	\$165.31
HNTB Corporation	Project Manager II - Planning	Bachelor's degree in Planning, Landscape Architecture, Urban Design, Engineering, Geology, Biology, Environmental Science, Anthropology, Archaeology, or related field and 10 years relevant experience, 2 years of successful management of projects	\$91.00	\$224.52
HNTB Corporation	Senior Project Manager - Planning	Bachelor's degree in Planning, Landscape Architecture, Urban Design, Engineering, Geology, Biology, Environmental Science, Anthropology, Archaeology, or related field and 10 years relevant experience	\$102.00	\$251.66

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB Corporation	Principal Landscape/Urban Designer	Bachelor's Degree in Landscape Architecture, Planning, Urban Design or related field and 12 years of related professional experience, Master's Degree in Landscape Architecture, Planning, Urban Design or related field and 11 years of related professional experience	\$100.00	\$246.73
HNTB Corporation	Department Manager - Planning	Bachelor's degree in related field, 10 years practical experience, 2 years supervisory experience	\$113.00	\$278.80
HNTB Corporation	Project Manager I - Program Management	Bachelor's degree in Engineering or relevant degree, 8 years relevant experience. In lieu of education, 12 years relevant experience	\$67.00	\$165.31
ICF Jones & Stokes, Inc.	Senior Project Director	Master of Arts / 30+ years experience	\$130.00	\$351.96
ICF Jones & Stokes, Inc.	Project Director	Master of Arts / 25+ years experience	\$98.34	\$266.25
ICF Jones & Stokes, Inc.	Technical Director	Bachelor of Arts/Master of Arts / 20+ years experience	\$87.40	\$236.63
ICF Jones & Stokes, Inc.	Senior Technical Analyst	Bachelor of Arts/Master of Arts / 20+ years experience	\$78.32	\$212.04

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
ICF Jones & Stokes, Inc.	Managing Consultant	Bachelor of Arts, 15+ years experience	\$76.06	\$205.92
ICF Jones & Stokes, Inc.	Senior Consultant III	Bachelor of Arts/Bachelor of Science Degree / 15+ years experience	\$71.44	\$193.42
ICF Jones & Stokes, Inc.	Senior Consultant II	Bachelor of Arts/Bachelor of Science Degree / 12+ years experience	\$67.30	\$182.21
ICF Jones & Stokes, Inc.	Senior Consultant I	Bachelor of Arts/Bachelor of Science Degree / 10+ years experience	\$57.38	\$155.35
ICF Jones & Stokes, Inc.	Associate Consultant III	Bachelor of Arts/Bachelor of Science Degree preferred / 10+ years experience	\$54.59	\$147.80
ICF Jones & Stokes, Inc.	Associate Consultant II	Bachelor of Arts/Bachelor of Science Degree preferred / 5+ years experience	\$49.52	\$134.07
ICF Jones & Stokes, Inc.	Associate Consultant I	Bachelor of Arts/Bachelor of Science Degree preferred / 3+ years experience	\$43.58	\$117.99
ICF Jones & Stokes, Inc.	Assistant Consultant	Associate or Technical Degree / 3 years experience	\$40.78	\$110.41

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
ICF Jones & Stokes, Inc.	Administrative Technician	H.S. Diploma Required, Associate/Technical degree preferred	\$37.53	\$101.61
ICF Jones & Stokes, Inc.	Technician	Associate or Technical Degree / 3 years experience	\$31.75	\$85.96
ICF Jones & Stokes, Inc.	Intern	Associate or Technical Degree	\$21.63	\$58.56
LCW Consulting	Transportation Planning & Environmental Impact Assessment	Master of Urban Planning; 36 years of experience	-	\$218.18
M Lee Corporation	Chief Estimator	Bachelor of Science in Quantity Surveying; 43 years of experience	\$93.00	\$229.90
M Lee Corporation	Senior Estimator	Bachelor of Science in Civil & Environmental Engineering, Master of Science in Construction Engineering Management; 13 years of experience	\$73.50	\$181.69
MSA Design & Consulting, Inc.	Principal I	Bachelor of Engineering; 25 years of experience	\$55.00	\$126.50

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
MSA Design & Consulting, Inc.	Principal II	Bachelor of Engineering; 32 years of experience	\$75.00	\$172.50
Nelson\Nygaard Consulting Associates, Inc.	Senior Principal	Bachelor's or more advanced degree; 15+ years experience	\$112.50	\$325.01
Nelson\Nygaard Consulting Associates, Inc.	Principal	Bachelor's or more advanced degree; 12+ years experience	\$80.80	\$233.43
Nelson\Nygaard Consulting Associates, Inc.	Associate Principal	Bachelor's or more advanced degree; 10+ years experience	\$64.90	\$187.50
Nelson\Nygaard Consulting Associates, Inc.	Senior Associate II	Bachelor's or more advanced degree; 6+ years experience	\$58.65	\$169.44
Nelson\Nygaard Consulting Associates, Inc.	Senior Associate I	Bachelor's or more advanced degree; 5+ years experience	\$52.88	\$152.77
Nelson\Nygaard Consulting Associates, Inc.	Associate II	Bachelor's or more advanced degree; 3+ years experience	\$48.28	\$139.48
Nelson\Nygaard Consulting Associates, Inc.	Associate I	Bachelor's or more advanced degree; 0-3 years experience	\$37.26	\$107.64

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Nelson\Nygaard Consulting Associates, Inc.	Senior Associate Engineer II	Bachelor's or more advanced degree, PE; 6+ years experience	\$58.65	\$169.44
Nelson\Nygaard Consulting Associates, Inc.	Senior Associate Engineer I	Bachelor's or more advanced degree, PE; 5+ years experience	\$52.88	\$152.77
Nelson\Nygaard Consulting Associates, Inc.	Associate Engineer II	Bachelor's or more advanced degree, PE; 3+ years experience	\$48.28	\$139.48
Nelson\Nygaard Consulting Associates, Inc.	Associate Engineer I	Bachelor's or more advanced degree, PE; 0-3 years experience	\$37.26	\$107.64
Nelson\Nygaard Consulting Associates, Inc.	Data Manager	Bachelor's or more advanced degree; 8+ years experience	\$58.65	\$169.44
Nelson\Nygaard Consulting Associates, Inc.	Assistant Manager	Bachelor's or more advanced degree; 5+ years experience	\$54.33	\$156.96
Nelson\Nygaard Consulting Associates, Inc.	Senior Designer II	Bachelor's or more advanced degree; 5+ years experience in graphic design	\$54.33	\$156.96
Nelson\Nygaard Consulting Associates, Inc.	Senior Designer I	Bachelor's or more advanced degree; 4+ years experience in graphic design	\$50.48	\$145.84

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Nelson\Nygaard Consulting Associates, Inc.	Designer	Bachelor's or more advanced degree; 3+ years experience	\$46.15	\$133.33
Nelson\Nygaard Consulting Associates, Inc.	Junior Designer	Bachelor's or more advanced degree; 0-3 years experience	\$43.27	\$125.01
Nelson\Nygaard Consulting Associates, Inc.	Senior Modeler II	Bachelor's or more advanced degree; 5+ years experience in modeling	\$54.33	\$156.96
Nelson\Nygaard Consulting Associates, Inc.	Senior Modeler I	Bachelor's or more advanced degree; 4+ years experience in modeling	\$50.48	\$145.84
Nelson\Nygaard Consulting Associates, Inc.	Modeler	Bachelor's or more advanced degree; 3+ years experience	\$46.15	\$133.33
Nelson\Nygaard Consulting Associates, Inc.	Modeling Analyst	Bachelor's or more advanced degree; 0-3 years experience	\$43.27	\$125.01
Nelson\Nygaard Consulting Associates, Inc.	Senior Data Scientist	Bachelor's or more advanced degree; 5+ years experience in data analysis	\$54.33	\$156.96
Nelson\Nygaard Consulting Associates, Inc.	Data Scientist	Bachelor's or more advanced degree; 4+ years experience in data analysis	\$50.48	\$145.84

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Nelson\Nygaard Consulting Associates, Inc.	Junior Data Analyst	Bachelor's or more advanced degree; 0-3 years experience	\$43.27	\$125.01
Nelson\Nygaard Consulting Associates, Inc.	Senior Administrator/ Senior Accountant	Bachelor's or more advanced degree; 5+ years experience	\$49.28	\$142.37
Nelson\Nygaard Consulting Associates, Inc.	Project Assistant/ Administrator	Associate, bachelor's or more advanced degree; 3+ years experience	\$34.86	\$100.71
Sertior	Principal II	Masters degree, 20+ years experience	\$80.00	\$208.00
Sertior	Principal I	Masters degree, 20+ years experience	\$70.00	\$182.00
Telamon Engineering Consultants	Principal	B.S. Civil Engineering, 20-25 Years of industry experience, 10 years supervising experience, PE	\$82.00	\$244.91
Telamon Engineering Consultants	Senior Project Manager	B.S. Civil Engineering, 15-20 Years of industry experience, 5-10 years supervising experience, PE	\$66.00	\$197.12
Telamon Engineering Consultants	Project Manager	B.S. Civil Engineering, 15-20 Years of industry experience, 2-5 years supervising experience, PE	\$60.00	\$179.20

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Telamon Engineering Consultants	Senior Engineer	B.S. Civil Engineering, 10-15 Years of industry experience, PE	\$54.00	\$161.28
Telamon Engineering Consultants	Engineer III	B.S. Civil Engineering, 5-10 Years of industry experience, EIT	\$47.00	\$140.37
Telamon Engineering Consultants	Engineer II	Bachelors' Degree in Engineering related field, 2-5 years of industry experience, EIT	\$40.00	\$119.47
Telamon Engineering Consultants	Engineer I	B.S. Civil Engineering, 1-2 Years of industry experience, EIT	\$36.00	\$107.52
Telamon Engineering Consultants	CAD Tech III	Bachelor's Degree in Engineering related field, 5-10 Years of industry experience	\$39.00	\$116.48
Telamon Engineering Consultants	CAD Tech II	B.S. in Civil Engineering, 5-10 Years of industry experience EIT	\$36.50	\$109.01
Telamon Engineering Consultants	Survey Party Chief	10-15 Years of relevant experience	\$56.87	\$169.85
Telamon Engineering Consultants	Survey Field Crew	2-5 years of relevant experience	\$48.50	\$144.85

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Telamon Engineering Consultants	Field Project Assistant	1-3 Years of industry experience	\$35.00	\$104.53
VerPlanck Historic Preservation Consulting	Principal/Architectural Historian	Master of Architecture, Bachelor of Arts; 24 years of experience		\$159.09

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

Firm	Overhead (%)	Multiplier
Fehr & Peers	189.31%	2.8931
Advant Consulting	N/A	N/A
AGS, Inc.	182%	2.82
Corey, Canapary & Galanis	106%	2.06
City ID	220.01%	3.201
Civic Edge Consulting	325.0%	4.25
HNTB	146.73%	2.4673
ICF Jones & Stokes, Inc.	170.74% (full-time) 91.67% (on-call)	2.7074 (full-time) 1.9167 (on-call)
LCW Consulting	N/A	N/A
M Lee Corporation	147.20%	2.472
MSA Design & Consulting Inc.	130%	2.3
Nelson\Nygaard Consulting Associates, Inc.	188.90	2.889
Sertior	160%	2.60
Telamon Engineering Consultants (TECI)	198.67%	2.9
VerPlanck Historic Preservation Consulting	N/A	N/A

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

Table 2b. Profit and Markup for Contractor and Subcontractors

1. Profit to be negotiated task by task (not to exceed 10%).
2. Prime Contractor markup on labor performed by Subcontractor shall not to exceed 5%.

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

Company	Other Costs	
	Item	Cost
Fehr & Peers	Mileage	IRS rate
Fehr & Peers	Voice & Data communications	at cost as a percentage of project labor
Fehr & Peers	Other reimbursable costs	At cost plus 5% for handling
Adavant Consulting	N/A	N/A
AGS, Inc.	Reprographics& Delivery	\$2,000
Corey, Canapary & Galanis	N/A	
City ID	N/A	N/A
Civic Edge Consulting	Copies (Color)	\$0.50 / page
Civic Edge Consulting	Faxes	at cost
Civic Edge Consulting	Postage/ phone	at cost
Civic Edge Consulting	Online Surveys	at cost
Civic Edge Consulting	Eblasts	at cost
Civic Edge Consulting	Mileage	IRS rate
Civic Edge Consulting	Web Hosting	at cost
Civic Edge Consulting	Domain Hosting	at cost
HNTB	N/A	N/A

APPROVALS

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

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

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

Reviewed by: _____ **Date** _____
 Virginia Harmon, Contract Compliance Office

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

Proposed Staff and Budget:

NAME	HOURS	LOADED RATE	LABOR COST	ODCS	TOTALS
SubTotal Services					
Other Direct Costs (ODCs)					

Grand Total This Task: \$000,000

Notes:

Approved by Requestor:

Signature:

Date:

**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

Kittelson & Associates, Inc.

**for As-Needed Environmental and Transportation Engineering and
Analysis Services**

Contract No. SFMTA-2021-09

Table of Contents

Article 1: Definitions..... 1

Article 2: Term of the Agreement 3

Article 3: Financial Matters..... 3

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation..... 3

3.2 Guaranteed Maximum Costs..... 3

3.3 Compensation 4

 3.3.1 Amount 4

 3.3.2 Method of Computing Compensation 4

3.4 Calculation of Charges..... 6

 3.4.1 Payment Limited to Satisfactory Services and Delivery of Goods 6

 3.4.2 Withhold Payments..... 6

 3.4.3 Invoice Format..... 6

 3.4.4 Payment Terms 7

 3.4.5 LBE Payment and Utilization Tracking System..... 8

 3.4.6 Payment for Goods and/or Services 8

3.5 Audit and Inspection of Records..... 8

3.6 Submitting False Claims 8

3.7 Reserved. (Payment of Prevailing Wages) 9

Article 4: Services and Resources..... 9

4.1 Services Contractor Agrees to Perform 9

4.2 Task Order Requirements 9

 4.2.1 Task Order Request 9

 4.2.2 Contractor Request for Information..... 9

 4.2.3 Contractor Proposal 9

 4.2.4 Negotiation of Cost and Profit..... 10

 4.2.5 Record of Negotiations 10

 4.2.6 Subcontracting Goals..... 10

 4.2.7 Notice to Proceed..... 11

 4.2.8 Changes to Task Order Pricing..... 11

 4.2.9 Failure to Agree on Terms of Task Order 11

 4.2.10 Presentations 11

4.3 Key Personnel 11

4.4	Current Workload and Available Resources.....	12
4.5	Transmittal of Work Product	12
4.6	Agency’s Responsibilities Regarding Submittals	12
4.7	Contractor Vaccination Policy	12
4.8	Subcontracting	13
4.9	Independent Contractor; Payment of Employment Taxes and Other Expenses	14
4.9.1	Independent Contractor	14
4.9.2	Payment of Employment Taxes and Other Expenses.....	15
4.10	Assignment	15
4.11	Warranty	15
	Article 5: Insurance and Indemnity	16
5.1	Insurance.....	16
5.2	Indemnification for Design Professionals.....	18
5.2.1	Limitations.....	18
5.2.2	Intellectual Property Infringement.....	18
	Article 6: Liability of the Parties	18
6.1	Liability of City.....	18
6.2	Liability for Use of Equipment	19
6.3	Liability for Incidental and Consequential Damages.....	19
	Article 7: Payment of Taxes	19
7.1	Contractor to Pay All Taxes.....	19
7.2	Possessory Interest Taxes	19
7.3	Withholding	20
	Article 8: Termination and Default.....	20
8.1	Termination for Convenience	20
8.1.6	Payment Obligation	22
8.2	Termination for Default; Remedies	22
8.3	Non-Waiver of Rights.....	23
8.4	Rights and Duties upon Termination or Expiration.....	23
	Article 9: Rights In Deliverables	24
9.1	Ownership of Results.....	24
9.2	Works for Hire	24
	Article 10: Additional Requirements Incorporated by Reference	25
10.1	Laws Incorporated by Reference	25

10.2 Conflict of Interest	25
10.3 Prohibition on Use of Public Funds for Political Activity.....	25
10.4 Consideration of Salary History.....	25
10.5 Nondiscrimination Requirements	25
10.5.1 Non Discrimination in Contracts	25
10.5.2 Nondiscrimination in the Provision of Employee Benefits	26
10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance	26
10.7 Minimum Compensation Ordinance.....	26
10.8 Health Care Accountability Ordinance	26
10.9 First Source Hiring Program.....	26
10.10 Alcohol and Drug-Free Workplace.....	27
10.11 Limitations on Contributions	27
10.12 Reserved. (Slavery Era Disclosure)	27
10.13 Reserved. (Working with Minors).....	27
10.14 Consideration of Criminal History in Hiring and Employment Decisions.....	27
10.15 Reserved. (Public Access to Nonprofit Records and Meetings).....	28
10.16 Food Service Waste Reduction Requirements.....	28
10.17 Reserved. (Distribution of Beverages and Water)	28
10.18 Tropical Hardwood and Virgin Redwood Ban	28
10.19 Reserved. (Preservative Treated Wood Products)	28
Article 11: General Provisions	28
11.1 Notices to the Parties	28
11.2 Compliance with Americans with Disabilities Act.....	29
11.3 Incorporation of Recitals.....	29
11.4 Sunshine Ordinance	29
11.5 Modification of this Agreement.....	29
11.6 Dispute Resolution Procedure.....	29
11.6.1 Negotiation; Alternative Dispute Resolution.....	29
11.6.2 Government Code Claim Requirement	30
11.7 Agreement Made in California; Venue.....	30
11.8 Construction.....	30
11.9 Entire Agreement.....	30
11.10 Compliance with Laws	30
11.11 Severability	30

11.12 Cooperative Drafting	30
11.13 Order of Precedence.....	31
11.14 Notification of Legal Requests	31
Article 12: SFMTA Specific Terms	31
12.1 Large Vehicle Driver Safety Training Requirements	31
Article 13: Data and Security	32
13.1 Nondisclosure of Private, Proprietary or Confidential Information	32
13.1.1 Protection of Private Information	32
13.1.2 Confidential Information	32
13.2 Reserved. (Payment Card Industry (PCI) Requirements).....	32
13.3 Reserved. (Business Associate Agreement)	32
13.4 Ownership of City Data	32
13.4 Management of City Data and Confidential Information	32
13.5.1 Access to City Data	32
13.2.2 Use of City Data and Confidential Information	32
13.4.3 Disposition of Confidential Information	33
Article 14: MacBride Principles And Signature	33
14.1 MacBride Principles -Northern Ireland	33

**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
Kittelson & Associates, Inc.
for As-Needed Environmental and Transportation Engineering and Analysis Services
Contract No. SFMTA-2021-09**

This Agreement is made as of _____, in the City and County of San Francisco (City), State of California, by and between Kittelson & Associates, Inc., an Oregon corporation (Contractor), and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA) for As-Needed Environmental and Transportation Engineering and Analysis Services.

Recitals

F. The SFMTA wishes to contract with Contractor for as-needed environmental and transportation engineering and analyses (Services) to support San Francisco sustainable community and economic development.

G. This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through Request for Proposals (RFP) No. SFMTA-2021-08, issued on September 22, 2021, pursuant to which City selected Contractor as the highest-qualified scorer.

H. The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 25%.

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

J. The City's Civil Service Commission approved Contract No. 44772-20/21 for this Agreement on October 19, 2020.

Now, THEREFORE, the parties agree as follows:

Article 15 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:

15.1 "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.

15.2 "CCO" means the SFMTA Contract Compliance Office.

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

15.4 “**City Data**” or “**Data**” means that data as described in Article 13 of this Agreement, which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement, as well as Confidential Information.

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

15.6 “**Confidential Information**” means information and data that the SFMTA has identified as confidential or otherwise not to be released to the public without the express written authority of the SFMTA.

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

15.8 “**Contractor**” or “**Consultant**” means Kittelson & Associates, Inc., 155 Grand Avenue, Suite 505, Oakland, CA 94612.

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

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

15.11 “**Deliverables**” means Contractor’s work product resulting from the Services that are 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.

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

15.13 “**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.

15.14 “**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.

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

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

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

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

15.19 “**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.

15.20 “**Subconsultant**” or “**Subcontractor**” means any firm under contract to the Contractor for services under this Agreement.

15.21 “**Task Order**” means a written directive from the SFMTA to the Contractor to perform specified work.

Article 16 Term of the Agreement

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

16.2 The City has one option to renew the Agreement for a period of two years. 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 17 Financial Matters

17.1 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.

17.2 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).

17.3 Compensation. The SFMTA will pay Contractor on a task-order basis for Services it performs under this Agreement.

17.3.1 Amount. Contractor's compensation for the Services it performs under Task Orders shall be based on either:

- (a) a negotiated lump-sum price (that includes all direct hourly labor rates, overhead, profit, and all other costs) for the Task Order; or
- (b) a negotiated number of hours per Task Order (using the hourly labor rates set forth in Appendix B (Calculation of Charges) plus a fixed profit and, if applicable, Subcontractor markup negotiated in accordance with Appendix B subject to a total not to exceed amount.

In no event shall the amount of this Agreement exceed Three Million Five Hundred Thousand Dollars (\$3,500,000).

17.3.2 Method of Computing Compensation. Contractor's compensation for Task Orders based on a negotiated number of hours shall be as described below.

(a) **Direct Hourly Labor Rates.** The direct hourly labor rates in Appendix B shall be fixed at that level until 12 months after the Effective Date of this Agreement. Thereafter, during the term of this Agreement, Contractor may request to escalate these rates based on the annual percentage change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward area (CPI-U) or three percent, whichever was lower during the previous 12 months. Contractor must request any escalation of these direct hourly labor rates no later than 30 Days before the anniversary of the award date of this Agreement, and failure to timely do so may result in a denial of the request. Any requests for escalation of directly hourly labor rates must include evidence of the change in the CPI-U. The SFMTA will review all requests for escalation of fees within 30 Days of receipt and notify Contractor of either an approval or denial. If approved, the new rates will become effective on the anniversary of the award date of this Agreement. In no event will the start of the new rates be backdated unless it can be shown that there was a delay on the part of the SFMTA in reviewing the request for escalation of rates. No direct hourly labor rate may be increased without prior written approval of the SFMTA.

(b) **Overhead Rates.**

(i) The overhead rates in Appendix B shall be fixed at that level until 12 months after the date of award of this Agreement. Thereafter, during the term of

this Agreement, Contractor may request to escalate these rates in accordance with the escalation-request process for direct hourly labor rates, described above.

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

(c) **Reimbursable Costs.** The standards and requirements for compensability of Contractor's expenses under this Agreement shall be as set out in the Office of Management and Budget (OMB) Circular A-87, Cost Principles For State, Local, and Indian Tribal Governments. Contractor understands the City does not intend to pay the Contractor for costs under this Agreement that would not be reimbursable to City from its funding agencies in accordance with Circular A-87; and that all payments under this Agreement are subject to audit and adjustment.

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

(e) **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. Contractor and Subcontractor personnel relocation costs and entertainment or personal expenses of any kind will not be reimbursable under this Agreement. 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.

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

17.4 Calculation of Charges. For Task Orders based on a negotiated number of hours, Contractor shall provide an invoice to the SFMTA on a monthly basis for Services (including goods delivered, if any) completed in the immediately preceding month, unless a different schedule is set out in Appendix B. For Task Orders based on a lump-sum price, Contractor shall provide an invoice to the SFMTA as a one-time lump sum amount upon completion of the Task Order, or a percentage or dollar amount per milestone each month, in either case as defined in the Task Order. Compensation shall be made for goods and/or Services identified in the invoice that the Director of Transportation or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the City be liable for interest or late charges for any late payments. The City will only pay for Services requested and received; the City will not honor retainer or "minimum service order" charges.

17.4.1 Payment Limited to Satisfactory Services and Delivery of Goods . Contractor is not entitled to any payments from City until the SFMTA approves the goods and/or Services, including any furnished Deliverables delivered under this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials or other goods, or Services, even if the unsatisfactory character of such Deliverables, equipment, components, materials, goods or Services may not have been apparent or detected at the time such payment was made. The City may reject Deliverables, equipment, components, materials, goods and/or Services delivered under this Agreement that do not conform to the requirements of this Agreement. In such case, Contractor must replace the non-conforming Deliverables, equipment, components, materials, goods and/or Services without delay and at no cost to the City.

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

17.4.3 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 and a specific invoice date. Contractor shall submit invoices for all allowable

charges incurred in the performance of each Task Order. No more than one invoice shall be submitted per Task Order in a month. Each Contractor invoice shall contain the following information:

- (o) Contract Number;
- (p) Task Order Number;
- (q) Purchase Order ID for the Task Order;
- (r) A copy of the receipts for all expenses invoiced;
- (s) Description of the Services performed and/or goods delivered;
- (t) Supplier Name and ID
- (u) Name, position, direct hourly rate and hours worked of employee(s) whose labor is invoiced, except where Contractor invoices for a deliverable that is priced in the Task Order as a lump sum, or as estimated milestone payments described in the Task Order budget;
- (v) Other direct costs;
- (w) Subcontractor costs supported by invoice itemization in the same format as described here;
- (x) Profit for current invoice period. Profit will be calculated as a prorated portion of the total profit for the task for which Contractor seeks payment. Profit will be for an amount not to exceed ten percent of the total Contract value;
- (y) Total mark up for current invoice period for all Subcontractor's work effort for that invoice period as an amount not to exceed five percent of Subcontractor's total labor charges;
- (z) Contract payment terms;
- (aa) Sales/use tax (if applicable); and
- (bb) Total costs

17.4.4 Payment Terms

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

(b) Reserved. (Payment Discount Terms)

(c) No additional charge shall accrue against City in the event City does not make payment within any time specified by Contractor.

17.4.5 LBE Payment and Utilization Tracking System. Contractor shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of the SFMTA's payment of an invoice, Contractor shall confirm that all subcontractors have been paid via the B2GNow System (<https://sfmta.diversitycompliance.com/>) unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due.

17.4.6 Payment for Goods and/or Services.

(a) The City utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

17.5 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 less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

17.6 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.

17.7 Reserved. (Payment of Prevailing Wages).

Article 18 Services and Resources

18.1 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).

18.2 Task Order Requirements. Contractor shall perform the Services under Task Orders the SFMTA issues in accordance with the process described below. The SFMTA will define requirements for Task Orders. The scope of work, cost and estimated time to perform the task fully will be agreed upon in advance of the start of work on the task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below. The cost of preparing invoices, including required LBE forms, and the Contractor proposal must be incorporated into the overhead rate (as approved in Appendix B). Additionally, project management costs may incorporate, but not be limited to, preparation of meeting materials, summary of meeting notes, a task monitoring system (e.g., bi-weekly project reports or monthly status updates). Contractor time spent managing or overseeing work performed by Subcontractors will not be compensable.

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

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

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

(a) A work plan that includes the following: (i) a detailed description, by task, and, if applicable, subtask of the scope of Services to be performed under the Task

Order; (ii) Contractor's approach to perform the Services and complete the Task Order; and (iii) any information or data Contractor requires to perform the Task Order.

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

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

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

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

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

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

- Proposed profit of Contractor's work effort as a fixed fee amount not to exceed ten percent of Contractor's estimated direct hourly labor rates and overhead costs; and
- For work performed by all Subcontractors, proposed total mark-up for Contractor on Subcontractor's work effort as a fixed fee not to exceed five percent of Subcontractor's total labor charges (does not include Other Direct Costs (ODCs)).

18.2.4 Negotiation of Cost and Profit . The SFMTA Project Manager will review the Task Order proposal and negotiate with Contractor pricing for the Task Order, which shall be either a lump-sum price or actual direct costs plus a negotiated fixed overhead and profit subject to a payment cap to perform the task.

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

18.2.6 Subcontracting Goals. The CCO will review the final negotiated Task Order scope and schedule to determine the LBE goal. Subcontracting goals assigned to each Task Order shall be tracked by the CCO as part of the overall goal set forth in the Agreement.

18.2.7 Notice to Proceed. The SFMTA will issue and send to Contractor a written notice to proceed (NTP), Task Order number, and Purchase Order after verifying that sufficient funds are available to pay for the Task Order. Contractor shall not commence work under any Task Order until it receives a corresponding NTP and Purchase Order from the SFMTA. Proposer shall use this Task Order number when submitting invoices to the SFMTA's project manager for payment under the Task Order.

18.2.8 Changes to Task Order Pricing. Task Order pricing shall not be modified unless there is a material change in the Task Order's scope of Services, in which case a new Task Order proposal, pricing negotiation, record of negotiations, and notice to proceed shall be required before the SFMTA approves the change in pricing.

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

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

18.3 Key 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 shall 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. Contractor agrees that the following key team members shall be committed and assigned to provide services under this Agreement to the level required by SFMTA for the term of the Agreement and shall also be staffed at the local Contractor's offices within the San Francisco Bay Area for all such time:

- Laurence Lewis
- Tim Erney
- Mychal Loomis
- Aaron Elias
- Carie Montero

Contractor shall advise SFMTA immediately any time one of the Key Team Members deviates from its committed role or time on the Task Order (e.g., is assigned to another project). SFMTA may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

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

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

18.6 Agency's Responsibilities Regarding Submittals. The Agency will review and comment on Contractor's submittals generally within two calendar weeks of submittal. The Agency and Contractor will establish a timetable of submittals and reviews in the initial coordination meetings and include such a timetable in the approved Task Order. The Agency's review and comments of Contractor submittals shall in no way relieve the Contractor of its independent responsibility to perform its own quality checks and review, nor shall any comment or review by the Agency relieve the Contractor of its independent responsibility to provide submittals and deliverables in full compliance with local, state and federal codes, regulations and standards.

If Contractor considers certain Agency review comments or directives, either written or oral, to require work efforts not included in the approved Program Management/Implementation Plan, the Contractor shall provide Agency with either a written request for clarification of intended work or a proposal to proceed with additional work within five working days of discovering the perceived extra work, in strict accordance with the procedures specified in subsection 4.2.3 above.

18.7 Contractor Vaccination Policy

18.7.1 Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (Emergency Declaration), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (Contractor Vaccination Policy), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

18.7.2 A contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in

connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. This Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. This Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

18.7.3 In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(a) Contractor has read the Contractor Vaccination Policy pertaining to the obligations of the SFMTA;

(b) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(c) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify the SFMTA by completing and submitting the Covered Employees Granted Exemptions Form (Exemptions Form), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

18.8 Subcontracting.

18.8.1 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.

18.8.2 City's execution of this Agreement constitutes its approval of the Subcontractors listed below.

- Adavant Consulting
- Baseline Environmental Consulting
- Ewald & Wasserman Research Consultants
- HNTB Corporation
- Panorama Environmental
- PreVision Design
- Quality Counts
- Toole Design Group
- Urban Design Consulting Engineers
- VerPlanck Historic Preservation Consulting

18.9 Independent Contractor; Payment of Employment Taxes and Other Expenses

18.9.1 Independent Contractor. For the purposes of this Section 4.8, "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.

18.9.2 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 4.8 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.

18.10 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.

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

Article 19 Insurance and Indemnity

19.1 Insurance

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

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

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

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

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

(e) Reserved. (Technology Errors and Omissions Coverage)

(f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(g) Reserved. (Pollution Liability Insurance).

19.1.2 Additional Insured Endorsements

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

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

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

19.1.3 Waiver of Subrogation Endorsements.

(a) 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.

19.1.4 Primary Insurance Endorsements.

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

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

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

19.1.5 Other Insurance Requirements

(a) 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.

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, 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.

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

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

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance 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.

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

19.2 Indemnification. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City, provided, however, such approval shall not be unreasonably withheld), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its Subcontractors), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, reasonable fees of expert Contractors or witnesses in litigation, and costs of investigation), to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the Contractor, any Subcontractor of Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). In no event shall the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault.

19.2.1 Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities.

19.2.2 Intellectual Property Infringement. Contractor shall also fully indemnify, defend and hold harmless without limitation all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

Article 20 Liability of the Parties

20.1 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.

20.2 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.

20.3 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 21 Payment of Taxes

21.1 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.

21.2 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:

21.2.1 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.

21.2.2 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.

21.2.3 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.

21.2.4 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.

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

Article 22 Termination and Default

22.1 Termination for Convenience

22.1.1 Exercise of Option. 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.

22.1.2 Contractor Actions. 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 or all 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.

22.1.3 Contractor Invoice. 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.

22.1.4 Non-Recoverable Costs. 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.

22.1.5 Deductions. 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.

22.1.6 Payment Obligation. The City's payment obligation under this Section shall survive termination of this Agreement.

22.2 Termination for Default; Remedies.

22.2.1 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:

- 3.6 Submitting False Claims
- 4.9 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.

22.2.2 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 (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

22.2.3 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.

22.2.4 Any notice of default must be sent to the address set forth in Article 11, and in the manner prescribed in Article 11.

22.3 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.

22.4 Rights and Duties upon Termination or Expiration.

22.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

- 3.4.1 Payment Limited to Satisfactory Services and Delivery of Goods
- 3.5 Audit and Inspection of Records
- 3.6 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

22.4.2 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 23 Rights In Deliverables

23.1 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.

23.2 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 hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon 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 24 Additional Requirements Incorporated by Reference

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 Nondiscrimination Requirements

24.5.1 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.

24.5.2 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.

24.6 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 25% 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.

24.7 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.

24.8 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.

24.9 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.

24.10 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.

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

24.12 Reserved. (Slavery Era Disclosure).

24.13 Reserved. (Working with Minors).

24.14 Consideration of Criminal History in Hiring and Employment Decisions

24.14.1 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.

24.14.2 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.

24.15 Reserved. (Public Access to Nonprofit Records and Meetings).

24.16 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.

24.17 Reserved. (Distribution of Beverages and Water).

24.18 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.

24.19 Reserved. (Preservative Treated Wood Products).

Article 25 General Provisions

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

To City: Matthew Boyle
 Administrative Analyst
 San Francisco Municipal Transportation Agency
 One South Van Ness Avenue, 7th Floor
 San Francisco, CA 94103
 Matthew.Boyle@sfmta.com

To Contractor: Laurence Lewis
Principal
Kittelson & Associates, Inc.
155 Grand Avenue, Suite 505
Oakland, CA 94612
llewis@kittelson.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.

25.2 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.

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

25.4 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.

25.5 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).

25.6 Dispute Resolution Procedure

25.6.1 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.

25.6.2 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.

25.7 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.

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

25.9 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).

25.10 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.

25.11 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.

25.12 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.

25.13 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 October 20, 2021. 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, and any 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.

25.14 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 all City Data given by City to Contractor in the performance of this Agreement, or which in any way might reasonably require access to City 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 26 SFMTA Specific Terms

26.1 Large Vehicle Driver Safety Training Requirements.

26.1.1 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/largevehicletrainningstandards. 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.

26.1.2 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 27 Data and Security

27.1 Nondisclosure of Private, Proprietary or Confidential Information

27.1.1 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.

27.1.2 Confidential Information . In the performance of Services, Contractor may have access to, or collect on City's behalf, 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, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

27.3 Reserved. (Business Associate Agreement)

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

27.5 Management of City Data and Confidential Information

27.5.1 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.

27.5.2 Use of City Data and Confidential Information. Contractor agrees to hold City Data received from, or collected on behalf, of the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City

Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data 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 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.

27.5.3 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than 30 Days, return all Data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall within 10 Days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), 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 Days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, or the most current industry standard.

Article 28 MacBride Principles And Signature

28.1 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>San Francisco Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary, SFMTA Board of Directors</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Kittelson & Associates, Inc.</p> <hr/> <p>Laurence Lewis Principal</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: 0000016858</p>
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Appendices:

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

Appendix A Scope of Services

I. Description of Services

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

The following are work tasks related to the As-Needed Environmental and Transportation Engineering/Analysis. In each task order, the SFMTA will set forth a detailed scope of Services to be performed.

Specific Services may include, but are limited to, the following tasks:

8. Environmental Analysis and Documentation Services (CEQA and NEPA)

Contractor shall be responsible for preparing CEQA and/or NEPA analysis in partnership with SFMTA environmental review staff and project managers and in consultation, or under the direction of, the Planning Department. The tasks shall include but not limited to the following:

- k. Initial consultation for determining the level of environmental review that would be required and overall environmental review approach.
- l. Provide environmental review and analysis of proposed SFMTA projects and policies; prepare documents for compliance with CEQA, including, but not limited to, Exemptions, Initial Studies / Environmental Evaluation Checklist, Negative Declaration / Mitigated Negative Declaration, Draft and Final Environmental Impact Reports (EIR), Addendums, Supplemental and Subsequent EIRs, Mater EIRs and any other CEQA documents or portions thereof including the technical studies to support such documents.
- m. Preparation of NEPA documents, such as but not limited to Categorical Exclusion memos/forms, Initial Studies, Environmental Assessments, Findings of No Significant Impacts, addenda or portions of aforementioned documents as well as documents necessary for Section 106 and 4(f) compliance and any other documents to support NEPA documentation.
- n. Preparation or review of specialized studies in the following areas:
 - xvii. Architectural History / Cultural Landscapes/ Historic Architectural;
 - xviii. Archaeological;
 - xix. Biological;
 - xx. Geological;
 - xxi. Hazardous materials;
 - xxii. Energy & Greenhouse Gas (GHG) emissions;

- xxiii. Water Quality;
 - xxiv. Noise and vibration;
 - xxv. Aesthetics and Visual impacts;
 - xxvi. Wind impacts;
 - xxvii. Air Quality;
 - xxviii. Transportation analyses for environmental review, including but not limited to preparing Transportation Impact Studies, Synchro analysis of traffic level of service impacts from transportation projects, Vehicle Miles Traveled analysis, safety analysis, traffic device warrants, parking occupancy and utilization analysis, assessment of project impacts on transit, pedestrian and bicycle travel, loading impacts, emergency vehicle access impacts and assessments of cumulative/future traffic impacts. Analyses will be consistent with SFMTA guidance and the SF Planning Department's Transportation Impact Analysis Guidelines for Environmental Review under the direction of the SF Planning Department;
 - xxix. Title VI and environmental justice;
 - xxx. Socioeconomics;
 - xxxi. Conduct analysis to support sea level rise vulnerability assessment; and
 - xxxii. Mitigation Monitoring and Reporting Programs.
- o. Conducting or assisting with scoping sessions and other agency and public outreach meetings.
 - p. Preparing analyses or memos on environmental strategy and procedures (e.g., best practices or typical practices regarding environmental review for SFMTA projects and programs).
 - q. Coordination of comments and preparation of responses from CEQA responsible agencies, along with other public and private stakeholder on draft and final SFMTA environmental documents.
 - r. Implementing and reporting on mitigation monitoring programs.
 - s. Review of proposed changes to CEQA and/or NEPA and drafting comment memos in response to those changes.
 - t. Other related tasks as may be necessary to complete CEQA and NEPA review, including but not limited to review of documents prepared by the Planning Department and/or other Lead Agencies.

9. Transportation Analysis and Engineering Services

Contractor shall be responsible for preparing transportation analysis and engineering services. The tasks shall include but not limited to the following:

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

10. Transportation Data Collection and Analytics

Contractor shall be responsible for data collection, analytics and presentation of findings. The tasks shall include but not limited to the following:

- m. Pedestrian, bicycle, and vehicle circulation and parking utilization surveys, turning movement and directional counts of multiple modes (including but not limited to speed surveys, tube counts, vehicle classification, video counts, manual counts, etc.). Counts may need to be coordinated across the city and include numerous locations. Data collection information will be in the format specified by the SFMTA, but must include, and is not limited to, the following information:
 - viii. Date / Times;
 - ix. Location including photo and GPS coordinates. If counts performed by camera, a snapshot of video view is acceptable;
 - x. Name and contact information of Contractor performing the count effort; and
 - xi. Naming convention: Raw files must be named per SFMTA protocol for Official Records as follows:

- 3) For Machine Counts: Street Name_Direction of Approach_Cross Street (i.e. 30TH ST EB EAST OF GUERRERO); and
- 4) For Turning Movement Counts by Hand: Street Name_Cross Street_Time of Day (i.e. LAGUNA CLAY PM);
- xii. If multiple days or data points, deliverables must be formatted as one Microsoft Excel file with multiple tabs (versus sending us multiple files for same location);
- xiii. Complex intersections may require confirmation of geometrics (legs of the intersection, N/S naming convention, etc.) prior to completing turn counts; and
- xiv. Writable Microsoft Excel file format is default unless expressed otherwise by SFMTA.
- n. Development, application, and analysis of surveys and market research of people using specific modes of travel to understand demographics, origins and destinations, trip making patterns, and other factors influencing travel mode choice. This could include intercept type surveys and license plate collection surveys;
- o. Research and analysis of transportation policies, including existing City and SFMTA-specific policies, and global and US/North American best practices. Outcomes to include recommendations for strategic policies;
- p. Conduct analysis of existing agency data and data from external vendors to identify and analyze travel markets, parking utilization and pricing, transit ridership, congestion metrics as well as other performance metrics;
- q. Conduct Cost/Benefit analysis for transportation related projects, including federal TIGER grant applications and conduct value capture analysis of benefits of major transit investments adjacent to new development;
- r. Provide support with development of grant proposals. Lead and/or support the development and implementation of revenue models and analysis for citywide variable-rate pricing related to parking; conduct nexus studies for rates and fees;
- s. Applying range of geospatial analysis techniques to available or developed geospatial data sets. Lead and/or support the development of geospatial data that depicts the transportation system or other relevant data;
- t. Conduct before and after studies for project implementation. This could include using tools such as Synchro or Vissim to measure modal performance;
- u. Synthesize data collected and results of analysis into well written and easily understood memorandums and/or reports, including providing well designed graphics that convey technical information;
- v. Support development of area-specific (e.g., neighborhood) parking management plans;
- w. Develop travel demand forecasting and volume projections for all modes; and
- x. Develop web-based data collection/presentation tools.

11. Deliverables

Deliverables include reports, studies, data, specifications, design criteria, graphs, tape recordings, pictures, memoranda, letters, computer-generated data, calculations, estimates, summaries and such other information and material as may have been accumulated or generated by the Consultant or its Subconsultants, in connection with the services performed under this Agreement, whether completed or in process.

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

12. Schedule

The estimated time to perform the task fully will be agreed upon in advance of the start of work on the task. Timelines for submission of deliverables and any associated milestones shall also be agreed upon in advance of the start of work on the task. Start of work on the task will not begin until Project Manager has communicated a Notice to Proceed to Consultant.

13. Evaluation of Work Product

The determination whether deliverables and/or services provided are acceptable shall be the sole discretion of the Project Manager, or SFMTA's designee.

14. Location of Work

Services will be provided at various locations within San Francisco, dependent on the needs of the specific project.

II. 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.

III. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

IV. Department Liaison

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

**Appendix B
Calculation of Charges**

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

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Kittelson & Associates, Inc.	Principal / Senior Principal III	BS+/20+ Years	\$85.00-\$96.30	\$278.38
Kittelson & Associates, Inc.	Principal / Senior Principal II	BS+/20+ Years	\$76.00-\$84.99	\$248.05
Kittelson & Associates, Inc.	Principal / Senior Principal I	BS+/14+ Years	\$58.81-\$75.99	\$222.31
Kittelson & Associates, Inc.	Associate Engineer/Planner II	BS+/8+ Years	\$56.00-\$69.51	\$196.88
Kittelson & Associates, Inc.	Associate Engineer/Planner I	BS+/8+ Years	\$51.68-\$55.99	\$163.24
Kittelson & Associates, Inc.	Senior Engineer/Planner	BS+/5+ Years	\$40.35-\$57.75	\$145.79
Kittelson & Associates, Inc.	Engineer/Planner II	BS+/ 2+ Years	\$44.00-\$49.55	\$138.52
Kittelson & Associates, Inc.	Engineer/Planner I	BS+/ 2+ Years	\$32.58- \$43.99	\$126.00
Kittelson & Associates, Inc.	Transportation Analyst II	MS or BS +/1+Years	\$32.50-\$37.92	\$105.53

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Kittelson & Associates, Inc.	Transportation Analyst I	BS+/0-2 Years	\$27.75- \$32.49	\$95.43
Kittelson & Associates, Inc.	Technician I	High School Graduate +/- 0-2 Years	\$22.62-\$32.27	\$85.63
Kittelson & Associates, Inc.	Technician II	High School Graduate +/- 2+ Years	\$28.24-\$42.41	\$103.87
Kittelson & Associates, Inc.	Senior Technician	High School Graduate +/- 4+ Years	\$33.55-\$46.16	\$117.35
Kittelson & Associates, Inc.	Associate Technician	High School Graduate +/- 10+ Years	\$46.96-56.26	\$148.58
Kittelson & Associates, Inc.	Office Support	High School Graduate +/- 0-7 Years	\$16.00-\$26.44	\$60.92
Kittelson & Associates, Inc.	Software Technician	BA+/0-2 Years	\$24.35-\$25.57	\$73.91
Kittelson & Associates, Inc.	Data Analyst / Software Technician	BS+/0-2 Years	\$35.74-\$37.53	\$108.49
Kittelson & Associates, Inc.	Data Scientist/Developer	BS+/5+ Years	\$46.26-\$48.57	\$140.42
Kittelson & Associates, Inc.	Senior Data Scientist/Developer	BS+/15+ Years	\$60.10-\$63.11	\$182.43
Adavant Consulting	Sr. Transportation Planner & Traffic Engineer	Master of Engineering, 35 years of experience	\$240	\$240

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Baseline Environmental Consulting	Principal/Technical Director	MS/20+ Years	\$72.00-\$86.00	\$210.20
Baseline Environmental Consulting	Senior Environmental Engineer	BS+/15+ Years	\$60.00-\$72.00	\$175.61
Baseline Environmental Consulting	Environmental Engineer	MS+ or BS+/5+ Years	\$44.00-\$60.00	\$138.36
Baseline Environmental Consulting	Environmental Analyst	BS/0-5 Years	\$36.00-\$44.00	\$106.43
Baseline Environmental Consulting	Senior Field Geologist	BS/15+ Years	\$62.00-\$66.00	\$170.28
Baseline Environmental Consulting	Planning Associate	MS/15+ Years	\$70.00-\$80.00	\$199.55
Baseline Environmental Consulting	Project Administration	+10 Years	\$45.00-\$50.00	\$126.38
Baseline Environmental Consulting	Word Processing	+5 Years	\$35.00-\$45.00	\$106.43
Ewald & Wasserman Research	Principal / Senior Principal III	PHD/10+ Years	\$100.00 - \$110.00	\$187.00
Ewald & Wasserman Research	Principal / Senior Principal II	MS+/10+ Years	\$90.00-\$95.00	\$168.00
Ewald & Wasserman Research	Data Analyst / Software Technician	BA+/5+ Years	\$41.00-\$44.00	\$77.00

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Ewald & Wasserman Research	Data Scientist/Developer	BS+/5+ Years	\$34.00-\$67.00	\$64.00
HNTB	Project Director - Engineering	Bachelor's Degree in Engineering, 16 years relevant experience, 4 years of supervisory experience	\$149.27-\$179.12	\$370.10
HNTB	Group Director - Engineering	Bachelor's Degree in Engineering, 16 years relevant experience, 4 years of supervisory experience	\$116.17-\$142.20	\$328.15
HNTB	Group Director - Planning	Bachelor's Degree in related field, 12 years practical experience; 4 years supervisory experience	\$105.00-\$149.02	\$318.28
HNTB	National Practice Leader	Bachelor's Degree in relevant field, 14 years relevant experience	\$208.07-\$249.68	\$515.67
HNTB	Director - Public Involvement	Bachelor's degree in Political Science, Marketing, Communications, English, Journalism or related field, 10 years related experience, 4 years supervisory experience	\$97.44-\$116.93	\$241.80
HNTB	Engineer I	Bachelor's Degree in Engineering; 1 year of relevant experience, EIT	\$40.57-\$49.57	\$111.03
HNTB	Engineer II	Bachelor's Degree in Engineering and 2 years of relevant experience; Master's Degree in Engineering and 1 year of relevant experience	\$48.89-\$73.36	\$139.07
HNTB	Engineer III	Bachelor's Degree in Engineering, 5 years relevant experience, EIT	\$58.21-\$64.16	\$153.37
HNTB	Planner I	Bachelor's Degree in Landscape Architecture, Planning, Urban Design or related field	\$35.62-\$40.04	\$91.29

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB	Planner II	Bachelor's Degree in Landscape Architecture, Planning, Urban Design or related field with 1 year experience	\$40.49-\$45.17	\$106.09
HNTB	Planner III	Bachelor's Degree in Landscape Architecture, Architecture or related field experience; 4 years related experience or 2 years with Master's Degree in Landscape Architecture, Architecture, or related field	\$45.44-\$49.05	\$115.96
HNTB	Planner IV	Bachelor's Degree in Planning or related field, 6 years related experiences or 4 years with Master's Degree in Planning or related	\$50.57-\$62.40	\$148.04
HNTB	Planner V	Bachelor's Degree in Urban Planning, Geography, Engineering or related field and 8 years professional experience; Master's Degree in Urban Planning, Geography, Engineering or related field and 7 years of relevant experience	\$63.00-\$66.76	\$160.37
HNTB	Environmental Planner III	Bachelor's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 4 years of relevant experience; Master's Degree in Landscaping Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 3 years of relevant experience	\$50.48-\$60.58	\$125.83
HNTB	Environmental Planner IV	Bachelor's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 6 years of relevant experience. Master's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 5 years of relevant experience	\$53.30-\$63.96	\$144.66

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB	Senior Planner - Transportation Planning	Master's Degree in Landscape Architecture, Planning, Environmental Planning, Urban Design, Architecture, Engineering, or related field and 5 years of relevant experience. 8 years related experience (with Master's degree in Landscape Architecture, Planning or related field)	\$70.14-\$89.37	\$219.59
HNTB	Senior Technical Advisor - Engineering	Bachelor's Degree in Engineering; 16 years of relevant experience	\$106.43-\$108.18	\$264.00
HNTB	Project Finance Assistant	Associate's Degree; Experience with Microsoft Dynamics AX	\$31.00-\$35.52	\$86.36
HNTB	Project Analyst	Bachelor's Degree in Finance, Accounting, Business, Engineering or relevant degree; 2 years' experience in financial/project analysis or similar position; in lieu of education, 6 years of relevant experience in Architecture/Engineering or similar industry only	\$38.89-\$45.69	\$108.56
HNTB	Senior Project Analyst	Bachelor's Degree in Finance, Accounting Business, Engineering or relevant degree	\$53.09-\$63.71	\$133.23
HNTB	Project Manager I - Engineering	Bachelor's degree in Engineering and 8 years of relevant experience, 2 years task management or Deputy PM experience	\$66.53-\$89.11	\$189.98
HNTB	Project Manager II - Engineering	Bachelor's degree in Engineering, 12 years relevant experience, 4 years project management experience	\$90.38-\$106.59	\$241.80
HNTB	Senior Project Manager - Engineering	Bachelor's Degree in Engineering, 16 years relevant experience, 6 years project management experience	\$107.34-\$124.32	\$288.67

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
HNTB	Project Manager I - Planning	Bachelor's degree in Planning, Landscape Architecture, Urban Design, Engineering, Geology, Biology, Environmental Science, Anthropology, Archaeology, or related field and 8 years relevant experience, 2 years of task management or Deputy PM experience	\$62.76-\$71.89	\$165.31
HNTB	Project Manager II - Planning	Bachelor's degree in Planning, Landscape Architecture, Urban Design, Engineering, Geology, Biology, Environmental Science, Anthropology, Archaeology, or related field and 10 years relevant experience, 2 years of successful management of projects	\$71.00-\$99.19	\$224.52
HNTB	Senior Project Manager - Planning	Bachelor's degree in Planning, Landscape Architecture, Urban Design, Engineering, Geology, Biology, Environmental Science, Anthropology, Archaeology, or related field and 10 years relevant experience	\$99.63-\$102.87	\$251.66
HNTB	Principal Landscape/Urban Designer	Bachelor's Degree in Landscape Architecture, Planning, Urban Design or related field and 12 years of related professional experience, Master's Degree in Landscape Architecture, Planning, Urban Design or related field and 11 years of related professional experience	99.46-\$119.35	\$246.73
HNTB	Department Manager - Planning	Bachelor's degree in related field, 10 years practical experience, 2 years supervisory experience	\$113.00-\$135.60	\$278.80
HNTB	Project Manager I - Program Management	Bachelor's degree in Engineering or relevant degree, 8 years relevant experience. In lieu of education, 12 years relevant experience	\$63.17-\$71.73	\$165.31
Panorama Environmental, Inc.	Director/Principal	MS/20+ yrs	\$84.13 - \$108.17	\$245.00

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Panorama Environmental, Inc.	Sr. Manager	BA or MS/15 - 20+ years	\$62.50 - \$84.13	\$215.00
Panorama Environmental, Inc..	Sr. PM	BA or MA/12 - 20+ yrs	\$55.29 - \$67.31	\$185.00
Panorama Environmental, Inc.	PM/ Sr. Planner	BA or MA /7 to 15 years	\$50.48 - \$59.62	\$155.00
Panorama Environmental, Inc..	GIS Specialist	BA or MA /2-10 years	\$31.25 - \$45.67	\$120.00
Panorama Environmental, Inc.	Sr. GIS Manager/Cartography	BS/10 - 20 years	\$45.67 - \$54.82	\$145.00
Panorama Environmental, Inc..	Env. Planner	MS/ 2-7 years	\$33.65 – \$50.48	\$135.00
Panorama Environmental, Inc.	Env. Analyst	BS or MS/ 0-2 years	\$24.04 - \$33.65	\$90.00
Panorama Environmental, Inc.	Visual Expert	BS / 20+ years	\$75.00 - \$110.00	\$225.00
PreVision Design	Principal (Visual Simulations /Graphics Support)	Masters Degree/12 years in business	\$265.00	\$265.00
Toole Design	Principal in Charge	BS+/14+ Years	\$96.27-\$119.49	\$286.93
Toole Design	Engineering Lead II	BS+/10+ Years	\$78.39-\$96.26	\$232.26

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Toole Design	Engineering Lead I	BS+/10+ Years	\$65.43-\$78.38	\$191.25
Toole Design	Senior Engineer	BS+/8+ Years	\$60.20-\$65.42	\$167.06
Toole Design	Project Engineer	BS+/5+ Years	\$49.21-\$60.19	\$145.49
Toole Design	Engineer II	BS+/2+ Years	\$37.03-\$49.20	\$114.67
Toole Design	Engineer	BS+/0-2+ Years	\$29.32-\$37.02	\$88.22
Toole Design	Planning Lead II	BA/BS+/10+ Years	\$77.21-\$96.26	\$230.69
Toole Design	Planning Lead I	BA/BS+/10+ Years	\$66.71-\$77.20	\$191.38
Toole Design	Senior Planner	BA/BS+/8+ Years	\$57.58-\$66.70	\$165.27
Toole Design	Project Planner	BA/BS+/5+ Years	\$47.11-\$57.57	\$139.21
Toole Design	Planner II	BA/BS+/2+ Years	\$38.11-\$47.10	\$113.32
Toole Design	Planner	BA/BS+/0-2+ Years	\$27.22-\$38.10	\$86.87

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Toole Design	Landscape Architect Lead	BS+/10+ Years	\$68.05-\$71.21	\$185.19
Toole Design	Senior Landscape Architect	BS+/8+ Years	\$50.30-\$68.04	\$157.37
Toole Design	Landscape Architect	BS+/5+ Years	\$40.02-\$50.29	\$120.10
Toole Design	Designer II	BS+/2+ Years	\$36.29-\$40.01	\$101.47
Toole Design	Designer	BS+/0-2+ Years	\$29.37-\$36.28	\$87.30
Toole Design	GIS Analyst	BS+/5+ Years	\$41.23-\$44.89	\$114.53
Toole Design	GIS Specialist	BS+/2+ Years	\$34.11-\$41.22	\$100.18
Toole Design	Graphic Designer	BA/BS+/2+ Years	\$23.43-\$39.32	\$83.45
Toole Design	Intern	High School Graduate +/- 0-4 Years	\$22.32-\$22.86	\$60.08
Toole Design	Technician	BS+/0-2+ Years	\$26.17-\$41.88	\$90.50
Toole Design	Administration	BS+/0-2+ Years	\$25.80-\$34.29	\$79.91

Firm	Position / Classification	Education / Experience	Direct Hourly Labor Rate	Fully Burdened Hourly LaborRate (Product of Direct Hourly Labor Rate x Multiplier)
Urban Design Consulting Engineers	Principal	BS+/20+ Years	\$96.15- \$120.19	\$284.55
Urban Design Consulting Engineers	Project Manager / Sr. Associate Engineer / Sr. Associate	BS+/12+ Years	\$52.88- \$90.00	\$216.80
Urban Design Consulting Engineers	Associate Engineer	BS+/8+ Years	\$52.88- \$72.12	\$157.18
Urban Design Consulting Engineers	Associate Designer / Associate Engineering Designer / Sr. Civil Engineering Designer / Sr. Engineering Designer	BS+/5+ Years	\$43.27- \$60.10	\$143.63
Urban Design Consulting Engineers	Engineering Designer	BS+/2+ Years	\$36.06- \$48.08	\$121.95
Urban Design Consulting Engineers	Business Coordinator	BS+/5+ Years	\$28.85- \$52.88	\$108.40
Urban Design Consulting Engineers	Administrative Assistant / Office Support	High School Graduate	\$20.00- \$35.00	\$54.20
VerPlanck Historic Preservation Consulting	Principal	M.A. Architecture	\$175.00	\$175.00

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

Firm	Overhead (%)	Multiplier
Kittelson & Associates, Inc.	203.54%	3.0354
Toole Design	165.97%	2.6597
HNTB	146.73%	146.73% = 1.4673; 1.4673 + 1 = 2.4673
Quality Counts	Not Applicable	Not Applicable
Ewald & Wasserman Research Consultants	87.00%	1.8700
Adavant Consulting	Not Applicable	Not Applicable
Panorama Environmental	198.00%	2.9800
Urban Design Consulting Engineers	171.00%	2.7100
PreVision Design	Not Applicable	Not Applicable
VerPlanck Historic Preservation Consulting	Not Applicable	Not Applicable
Baseline Environmental Consulting	166.07%	2.6607
Far Western Anthropological Research Group	133.00%	2.33

Table 2b. Profit and Markup for Contractor and Subcontractors

3. Profit to be negotiated task by task not to exceed 10%.
4. Prime Contractor markup on labor performed by Subcontractor shall not to exceed 5%.

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

Company	Other Costs	
	Item	Cost
Kittelson & Associates, Inc.	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
Toole Design	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
HNTB	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
Ewald & Wasserman Research Consultants	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
Adavant Consulting	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
Panorama Environmental	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
Urban Design Consulting Engineers	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to

		be invoiced at IRS rate.
PreVision Design	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
VerPlanck Historic Preservation Consulting	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
Baseline Environmental Consulting	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.
Far Western Anthropological Research Group	Other Project-Specific Direct Costs/Expenses	At cost; to be identified in the scope and budget for each task order and approved at the discretion of the task order project manager. Mileage to be invoiced at IRS rate.

Quality Counts	Turning Movement Counts (per continuous count period)	
	Driveway In/Out Count (e.g., right-in, right out)	\$130 per location, 2 hr minimum \$50 for each additional hour per location
	Standard Count	\$145 per location, 2 hr minimum \$65 for each additional hour per location
	High Volume Count	\$220 per location, 2 hr minimum \$120 for each additional hour per location
	Complex Count (e.g., SPUI, Multi-Lane Roundabout)	\$295 per location, 2 hr minimum \$175 for each additional hour per location
	Video Only, continuous up to 24 hours	\$70 per camera setup; continuous up to 24 hours
	Video Only, over 24 hours	To be determined based on site-specific quote
	HD Video Surveillance	To be determined based on site-specific quote
Quality Counts	Bike & Pedestrian Counts (per continuous count period)	
	Screenline Count (e.g., Greenway, 1-2 Sidewalks and/or Bike Lanes)	\$120 per location, 2 hr minimum \$40 for each additional hour per location
	Intersection/Midblock Crossing Count	\$140 per location, 2 hr minimum \$50 for each additional hour per location
Quality Counts	Tube/Radar Counts	
	1-3 Lane Roadway Volume-Only	\$135 per location, 24 hr minimum \$40 for each additional day per location
	1-3 Lane Roadway Volume/Speed/Class	\$150 per location, 24 hr minimum \$50 for each additional day per location

	4+ Lane Roadway Volume-Only	\$150 per location, 24 hr minimum \$55 for each additional day per location
	4+ Lane Roadway Volume/Speed/Class	\$195 per location, 24 hr minimum \$70 for each additional day per location
	Mainline Radar Survey Volume-Only	\$500 per location, 24 hr minimum \$50 for each additional day per location
	Mainline Radar Survey Volume/Speed/Class/Lane Utilization	\$600 per location, 24 hr minimum \$60 for each additional day per location
	Optional Video Calibration (must be requested prior to equipment deployment)	\$100 per location for the first hour, \$50 for each additional hour per location
Quality Counts	Bluetooth Studies	
	Travel Time Studies/O-D Studies	Approximately \$1,000 per location for one week, \$600 per additional week. Note: Prices for these studies vary significantly and require specific quotes for any accuracy. Post processing not included unless specifically quoted due to labor-intensive nature and variance in studies.
Quality Counts	Travel Rate and Other Surveys	
	Travel, Delay, Queue, License Plate O-D, Gap, Sat Flow	Starting at \$70 per hour
	GPS/Travel Time Studies	\$95-\$105 per hour
	Video Dropbox Download Link	\$10 per peak period \$10 for up to 6 hours of continuous footage

APPROVALS

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

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

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

Reviewed by: _____ **Date** _____
 Virginia Harmon, Contract Compliance Office

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

Proposed Staff and Budget:

NAME	HOURS	LOADED RATE	LABOR COST	ODCS	TOTALS
SubTotal Services					
Other Direct Costs (ODCs)					

Grand Total This Task: \$000,000

Notes:

Approved by Requestor:

Signature:

Date: