

THIS PRINT COVERS CALENDAR ITEM NO.: 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Technology

BRIEF DESCRIPTION:

Approving Modification No. 2 to Contract No. SFMTA-2020-61-FHWA, for the Connected Corridor Project, a traffic safety proof of concept pilot project, to delete a traffic simulation and research element of the Project and accept donations of software, equipment and services valued at \$1,376,289 from Project contractors and subcontractors, and to reduce the contract amount \$30,289.84 for a modified contract amount of \$1,484,202.36.

SUMMARY:

- On November 3, 2020 the SFMTA Board of Directors awarded Contract SFMTA-2020-61-FHWA (Contract) to Arcadis U.S., Inc., for sole source procurement of software, equipment, and related professional services for a Connected Vision Zero Corridor Proof of Concept Project, for an amount not to exceed \$1,514,492.20 and a term not to exceed 12 months. The SFMTA Board also approved a donation of professional services and equipment from Arcadis U.S., Inc. and its four subcontractors valued at \$864,200.
- The Project uses sensors and cameras to gather vehicle and pedestrian traffic data that is used to modify traffic signal timing in ten intersections on 3rd Street to improve traffic safety. The sensors and cameras record shapes only, they do not record or retain images of faces, license plate numbers or other personal or identifying information.
- Contract Modification No. 2 will delete unnecessary work, reduce the contract amount to \$1,484,202.36, and accept donations of software, equipment and services from Project contractors and subcontractors valued at \$1,376,289, which the SFMTA will use as local match to federal funds provided under a Federal Highway Administration grant.

ENCLOSURES:

1. SFMTAB Resolution
2. SFMTA Contract No. 2020-61-FHWA Modification No.2
3. Donation Agreements

APPROVALS:

DIRECTOR  _____

SECRETARY  _____

DATE

October 26, 2021

October 26, 2021

ASSIGNED SFMTAB CALENDAR DATE: November 2, 2021

PURPOSE

Approving Modification No. 2 to Contract No. SFMTA-2020-61-FHWA, for the Connected Corridor Project, a traffic safety proof of concept pilot project, to delete a traffic simulation and research element of the Project and accept donations of software, equipment and services valued at \$1,376,289 from Project contractors and subcontractors, and to reduce the contract amount \$30,289.84 for a modified contract amount of \$1,484,202.36.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This action supports the following SFMTA Strategic Plan Goal and Objectives:

Goal 1: Create a safer transportation experience for everyone

Objective 1.1: Achieve Vision Zero by eliminating all traffic deaths

Objective 1.2: Improve the safety of the transit system

Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel

Objective 2.1: Improve transit service

Objective 2.2: Enhance and expand use of the city's sustainable modes of transportation

Objective 2.3: Manage congestion and parking demand to support the Transit First policy

This action supports 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.
4. Transit-priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles (including taxis and vanpools) and to improve pedestrian safety.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

DESCRIPTION

On November 3, 2020 the SFMTA Board of Directors adopted Resolution Nos. 201103-094 and 201103-095. The former resolution awarded Contract SFMTA-2020-61-FHWA to Arcadis U.S., Inc., for sole source procurement of software, equipment and related professional services to support the traffic safety pilot Connected Vision Zero Corridor Proof of Concept Project (Project), for an amount not to exceed \$1,514,492.20 and a term not to exceed 12 months. The

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latter resolution accepted \$864,200 in gifts of in-kind services and equipment from Arcadis U.S., Inc. and its four subcontractors.

The Project was renamed to the Connected Corridor Proof of Concept Pilot Project to better reflect its main theme of connecting disparate real-time data sources and inputs from multimodal travel across multiple intersections in a corridor into one unified platform. The platform includes the ability to modify signal timing to respond to changing traffic flow conditions and tools to visualize movements to inform safety improvement decision making capabilities.

Prior Modifications to Contract No. SFMTA-2020-61-FHWA

On August 21, 2021 the SFMTA Director of Transportation approved Contract Modification No. 1 (under delegated authority to approve contract modifications) to remove Contract Item 5 – Intelligent Transportation System (ITS) Workshop and reallocate funds to Contract Item 4 – Business Intelligence (BI) Reporting & Dashboards to fund development of data dashboards.

Arcadis U.S., Inc will perform validation of traffic sensor data through observations of in-person and video footage. The in-person and video review will classify and count vehicle turning movements and pedestrian crossings - data will be compared to the traffic sensor data for accuracy. The validation will be performed at all 10 intersections in the Project corridor on 3rd Street, from Channel to 20th Streets.

Contract Modification No. 2

Contract Modification No. 2 removes Item 6. Traffic Simulation & Research from the scope of work. Item 6 has a budget of \$30,289.84, none of which has been used. The contract amount will be reduced to \$1,484,202.36 to reflect the removal of Item 6.

Contract Modification No. 2 accepts the donations of equipment and consulting services from Cisco, valued at \$422,089, and hardware and software calibration services and licenses from Quanergy, valued at \$100,000, which the Agency received in May 2019 but were inadvertently not previously submitted to the SFMTA Board for formal acceptance. Contract Modification No. 2 also accepts the donation of administrative and consulting services from Arcadis, US, Inc., valued at \$94,200, hardware and software calibration services and licenses from Quanergy, valued at \$110,000, and traffic flow engine software and licenses from TNL, valued at \$650,000. Contract Modification No. 2 also decreases the value of donated software, equipment and to reflect a net decrease of the donation of \$10,000, for a total donation value of \$854,200. The revised donation amounts are reflected in Table 1.

Contract Modification No. 2 will remove two vendors from the Project: Globe Tracker and Volkswagen Research USA. The term of the contract is not changed.

| Vendor | Gift Scope | Estimated Value |
|-----------------|---|------------------------|
| Arcadis | Administrative and consulting services | \$94,200 |
| Quanergy | LiDAR calibration services and software licenses | \$110,000 |
| TNL | TNL traffic flow engine software licenses | \$650,000 |
| Cisco | Equipment and Consulting Services | \$422,089 |
| Quanergy | LiDAR calibration services and software licenses (May 2019) | \$100,000 |
| | Total Value of Donations | \$1,376,289 |

Table 1. Donated Equipment, Software and Services

PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT

In May 2021, the SFMTA informed the Supervisors for Districts 6 and 10 of the Project and released additional information to the public at large via a blog post and updates to the Project website. Community outreach is not needed specific to Modification #2 as it is a contract administration change.

ALTERNATIVES CONSIDERED

The SFMTA could decide not to amend Contract 2020-61-FHWA to remove Item 6, but staff and the Contractor have determined that work is not necessary for the Project. The SFMTA could reject the donated services, equipment and software, but doing so may lead to loss of federal funding unless the SFMTA identified other funds for local match.

FUNDING IMPACT

The overall contract amount is reduced by \$30,289.84 for a modified amount of \$1,484,202.36.

The primary source of funding for this Contract is from a Federal Highway Administration (FHWA) grant. The FHWA awarded the SFMTA nearly \$11 million in 2018 as part of the FHWA’s Advanced Transportation Congestion Management Technologies Deployment (ATCMTD) Program to implement technology solutions to improve traffic safety. The FHWA grant requires a one-to-one federal dollar-to-dollar local match. The grant allows gifts of in-kind services or equipment to be fulfill the local match requirements. Arcadis U.S., Inc. and its subcontractors have offered to provide the following in-kind services and equipment:

The Resolution accepts a services and equipment valued at \$522,089 from Cisco and Quanergy. That amount will count towards the FHWA requirement of a one-to-one federal dollar-to-dollar local match for the Project.

ENVIRONMENTAL REVIEW

The proposed Project is subject to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

On September 3, 2020, the California Department of Transportation (Caltrans), under authority delegated by the Federal Highway Administration, determined that the Project has no significant impacts on the environment as defined by NEPA. Caltrans determined that pursuant to 23 USC 326, the Project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(21).

On September 22, 2020, the SFMTA, under authority delegated by the Planning Department, determined (Case Number 2020-008518ENV) that the Connected Vision Zero Corridor Project is categorically exempt from CEQA as defined in Title 14 of the California Code of Regulations Section 15301. CEQA provides a categorical exemption from environmental review for operation, repair, maintenance, or minor alteration of existing public facilities including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar functions as defined in Title 14 of the California Code Regulations Section 15301.

The proposed Contract Modification No. 2 falls within the scope of the environmental review described above.

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

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney has reviewed this item.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors approve Modification No. 2 to Contract No. SFMTA-2020-61-FHWA, for the Connected Corridor Project, a traffic safety proof of concept pilot project, to delete a traffic simulation and research element of the Project and accept donations of software, equipment and services valued at \$1,376,289 from Project contractors and subcontractors, and to reduce the contract amount \$30,289.84 for a modified contract amount of \$1,484,202.36.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The SFMTA's Connected Corridor Project is a Proof of Concept Pilot Project that implements a system of "Smart Signals" that uses traffic sensors, cameras, and software to obtain real-time traffic data and applies traffic flow algorithms to modify signal timing along 10 intersections on 3rd Street, from Channel to 20th Street, to adjust signal timing to respond in real-time to changing traffic flow conditions and to improve traffic safety for pedestrians, bicyclists, and transit riders, while maintaining efficient traffic flow; and,

WHEREAS, The sensors and cameras that the Project uses record shapes only, they do not record faces, license plate numbers or other personal or identifying information; and,

WHEREAS, On November 3, 2020, the SFMTA Board awarded the Agreement between the City and County of San Francisco and Arcadis, U.S. Inc., for sole source procurement of software, equipment and related professional services to support the traffic safety pilot Connected Corridor Project, Contract No. SFMTA-2020-61-FHWA, for an amount not to exceed \$1,514,492.20 and a term not to exceed 12 months (Resolution No. 201103-094); and,

WHEREAS, This Contract SFMTA-2020-61-FHWA has previously been amended once by Contract Modification No. 1, dated August 21, 2021, which removed Contract Item 5 – Intelligent Transportation System (ITS) Workshop and reallocated funds to Contract Item 4 – Business Intelligence (BI) Reporting & Dashboards to validate traffic sensor data; and,

WHEREAS, This Second Modification to Contract SFMTA-2020-61-FHWA will remove Item 6 – Traffic Simulation & Research, and decrease the value services and equipment donated by the contractor and subcontractors to \$854,200; and,

WHEREAS, Arcadis, US., Inc. proposes to donate administrative and consulting services valued at \$94,200; Quanergy proposes to donate hardware and software calibration services and licenses valued at \$110,000; and, TNL proposes to donate traffic flow engine software and licenses valued at \$650,000; and,

WHEREAS, Cisco under a separate agreement has donated equipment and services to the SFMTA valued \$422,089 that will be used in this Project, which agreement was inadvertently not previously submitted to the SFMTA Board for approval; and,

WHEREAS, Quanergy under a separate agreement in May 2019 donated to the SFMTA professional services valued at \$100,000 that will be used in this Project, which agreement was inadvertently not previously submitted to the SFMTA Board for approval; and,

WHEREAS, Globe Tracker, and Volkswagen Research USA, were Project subcontractors but have withdrawn from the Project and will not donate the previously offered services, software and equipment valued at \$122,500 and \$60,000, respectively; and,

WHEREAS, The Project is funded by a FHWA grant that requires a one-to-one federal dollar-to-dollar local funding match, and allows gifts of in-kind services or equipment to fulfill the local funding match requires; and,

WHEREAS, The Project is subject to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA); On September 3, 2020, the California Department of Transportation (Caltrans), under authority delegated by the Federal Highway Administration, determined that the Project has no significant impacts on the environment as defined by NEPA. Caltrans determined that pursuant to 23 USC 326, the Project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(21); and,

WHEREAS, On September 22, 2020, the SFMTA, under authority delegated by the Planning Department, determined (Case Number 2020-008518ENV) that the Connected Vision Zero Corridor Project is categorically exempt from CEQA as defined in Title 14 of the California Code of Regulations Section 15301; CEQA provides a categorical exemption from environmental review for operation, repair, maintenance, or minor alteration of existing public facilities including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar functions as defined in Title 14 of the California Code Regulations Section 15301; and,

WHEREAS, The changes proposed in Contract Modification 2 fall within the scope of the environmental review described above; and,

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

RESOLVED, That the SFMTA Board of Directors approves Modification No. 2 to Contract No. SFMTA-2020-61-FHWA, sole source procurement of software, equipment, and related professional services to support the traffic safety pilot Project Connected Corridor Project, to remove Contract Item 6. Traffic Simulation & Research, and to reduce the contract amount \$30,289.84 for a modified contract amount of \$1,484,202.36; and be it

FURTHER RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves and accepts the donation to the SFMTA from Cisco of equipment and consulting services from Cisco, valued at approximately \$422,089, as described in the Cisco Systems, Inc. Equipment Donation Agreement dated May 6, 2019; and be it;

FURTHER RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves and accepts the donation to the SFMTA of administrative and consulting services from Arcadis, US, Inc., valued at \$94,200, as described in the Donation Agreement between Arcadis and the City and County of San Francisco acting by and through its Municipal Transportation Agency dated November 2, 2021; and be it;

FURTHER RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves and accepts the donation to the SFMTA from Quanergy of hardware and software calibration services and licenses valued at \$110,000, as described in the Donation Agreement between Quanergy and the City and County of San Francisco acting by and through

its Municipal Transportation Agency dated November 2, 2021; and be it

FURTHER RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors retroactively approves and accepts the donation to the SFMTA from Quanergy of hardware and software calibration services and licenses valued at \$100,000, which was provided in March 2020; and be it;

FURTHER RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves and accepts the donation to the SFMTA of traffic flow engine software and licenses from TNL, valued at \$650,000, as described in the Donation Agreement between TNL and the City and County of San Francisco acting by and through its Municipal Transportation Agency dated November 2, 2021; and be it;

FURTHER RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation, in consultation with the City Attorney, to take such action as the Director deems necessary to effect the intent and purposes of this Resolution.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 2, 2021.

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**

Second Amendment

Contract No. SFMTA-2020-61-FHWA

THIS SECOND AMENDMENT (Amendment) is made as of _____, in San Francisco, California, by and between **Arcadis U.S., Inc.** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA) to Contract No. SFMTA-2020-61-FHWA for procurement of software, equipment and related professional services to support a traffic safety proof of concept (Project).

Recitals

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to: remove Item 6, Traffic Simulation & Research from the contract and approve the donation of \$94,200 in software, equipment and services from Arcadis U.S., Inc., of \$110,000 in LiDAR calibration expert services from Quanergy, and of \$650,000 in traffic flow engine licensed software from TNL, and modify the nature and scope of other donated services and equipment, and decrease the contract amount by \$30,289.84 for an amended contract amount of \$1,484,202.36.
- C. The Agreement was procured through the sole source requirements as a pilot project authorized under Administrative Code 21.5(e) and software procurement under Administrative Code section 21.30, and this Amendment is consistent with those authorities.
- D. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number 40839-19/20 on March 23, 2021.

NOW, THEREFORE, Contractor and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 Agreement. The term “Agreement” shall mean the Agreement dated November 25, 2020, between Contractor and City, as amended by the First Amendment, dated August 21, 2021, and this Second Amendment.

1.2 Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 New Section 1.22 is added to Article 1 (Definitions) to read as follows:

1.22 “**Technical Solution**” means the combination of hardware, software, services and documentation required to achieve project goals of: increasing safety to all modes, improving public transit speeds, reducing signal delays and reducing idling and greenhouse gas emissions.

2.2 Section 3.3.1 The Contract Amount is decreased by \$30,289.84 for a modified Contract Amount of \$1,484,202.36; Section 3.3.1 is replaced in its entirety to read as follows:

3.3.1 Amount. Compensation under this Agreement shall not exceed One Million Four Hundred and Eighty-Four Thousand Two Hundred and Two Dollars (\$1,484,202), as further described in Appendix B.1 (Schedule of Prices).

2.3 Section 4.2 Donated Equipment, Software and Services is amended to modify the donation values and the deletion of costs, milestones and schedules related to the removal of Contract Item 6 Traffic Simulation and Research; Section 4.2 is replaced in its entirety to read as follows:

4.2 Donated Equipment, Software and Services. Contractor and the listed Subcontractors have agreed to donate Licensed Materials, including Software, Equipment, and related professional services, as described below to be issued under this Agreement. Donation Agreements with those parties are attached to this Amendment as Appendices C.1, C.2 and C.3.

| Donor | Donation | Value |
|--------------|---|---------------------|
| Arcadis | Administrative and consulting services | \$94,200.00 |
| Quanergy | LiDAR calibration expert services | \$110,000.00 |
| TNL | TNL traffic flow engine licensed software | \$650,000.00 |
| | Total Donation | \$854,200.00 |

2.4 Appendix A is modified to remove Item 6 Traffic Simulation and Research; Appendix A is replaced in its entirety by a new Appendix A attached hereto.

2.5 Appendix B.1 is modified to remove Item 6 Traffic Simulation and Research and rebalance Item percentage costs based on revised total contract amount; Appendix B.1 is replaced in its entirety by a new Appendix B.1 attached hereto.

2.6 Appendix B.2 is modified to remove Item 6 Traffic Simulation and Research and rebalance payment milestone percentages; Appendix B.2 is replaced in its entirety by a new Appendix B.2 attached hereto.

2.7 Appendix B.3 has been modified to remove Item 6 Traffic Simulation and Research; Appendix B.3 is replaced in its entirety by a new Appendix B.3 attached hereto.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the Effective Date of this Amendment, which is the date the Amendment is approved by all parties.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Article 5 Included Appendices

The following Appendices are incorporated by reference as if fully set out in this Amendment:

Appendices:

A: Scope of Services

B.1: Schedule of Prices

B.2: Payment Milestones

B.3: Project Delivery Schedule

C.1 Arcadis Donation Agreement

C.2 Quanergy Donation Agreement

C.3 TNL Donation Agreement

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

| CITY | CONTRACTOR |
|---|---|
| San Francisco Municipal Transportation Agency | Arcadis US Inc. |
| _____ Jeffrey P. Tumlin Director of Transportation Authorized By: Municipal Transportation Agency Board of Directors Resolution No: _____ Adopted: _____ Attest: _____ Secretary, Board of Directors Approved as to Form: Dennis J. Herrera City Attorney By: _____ Robert K. Stone Deputy City Attorney | _____ Alison C. Jones Senior Vice President 100 Montgomery St., Suite 300 San Francisco, CA 94104 City Supplier Number: 0000025180 |

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Appendix A Scope of Services

A. Description of Services

Arcadis shall provide and perform the following services and tasks for the Proof of Concept Project (Project):

1. Operational Readiness & Process Documentation

- a. Arcadis shall design, develop, test, and deploy the Technical Solution and Organization Structure required to support the Technical Solution including but not limited to:
 - i. install, configure, test, deploy, operate, and maintain Technical Solution and organizational processes,
 - ii. provide required equipment, software, and IT services specification and configurations,
 - iii. define organizational structure, roles and responsibilities to deploy and scale the solution
 - iv. Bill of Materials (BoM),
 - v. deployment and process documentation for Technical Solution at scale

2. Sensor Deployment & Sensor Communication

- a. Arcadis shall deploy Sensor devices, including sourcing, coordinating installation with SFMTA Signal Shop and Network team, configuring, testing, and calibration of LiDAR detectors, object detection sensors, and associated software.
- b. Arcadis shall provide all equipment as per SFMTA specifications to enable LiDAR detectors communicating directly with the SFMTA data center for central processing.
 - i. Order shall be placed with SFMTA as “End Customer” to assure proper service and install base information eliminating the need to transfer ownership of any equipment or licenses.
 - ii. All equipment shall be sourced per SFMTA specifications and shipped to SFMTA Project Manager for install and configuration by SFMTA Project team.
 - iii. Contractor will purchase all licenses (adaptive traffic system software and LiDAR sensor software) procured under this Agreement with SFMTA as End Customer.
- c. Arcadis shall coordinate with SFMTA Fleet Management for the installation and removal of equipment in Light Rail Vehicles (LRVs).
- d. Arcadis shall configure and operate cellular communication from the installed devices in LRVs and enable the data collection services to capture high frequency vehicle location, speed, and bearing data elements.

3. Data Architecture Setup and Database Deployment

- a. Arcadis shall install, configure, test, and deploy in the SFMTA data center the Technical Solution which includes:

- i. The TNL Traffic Flow Engine software, databases, management and monitor services,
 - ii. integrations with D4 Signal Controllers, LiDAR software, Vehicle Location data, and Passenger Count.
- b. Technical Solution shall include development, test, integration testing, and operationalizing the solution with adherence to SFMTA Backup and Availability standards.

4. Business Intelligence (BI) Reporting & Dashboards

- a. Arcadis shall design, develop, test, and deploy BI Dashboards and reports on the SFMTA Power BI platform, including data architecture, extract/transform/load (ETL), and scheduling.
- b. Arcadis shall provide both pre-defined “canned” reports and ability for ad-hoc reporting based on available data
- c. Arcadis shall perform data validation of traffic sensor data and provide accuracy reports on an intersection level basis

5. Intelligent Transportation System (ITS) Workshop Discussion

- a. Arcadis shall coordinate preliminary discussions on how to prepare, schedule, and conduct an Intelligent Transport System (ITS) Workshop with SFMTA personnel to share Arcadis’ global best practices on traffic management and analytics

6. Not Used

7. Project Management

- a. Arcadis shall provide project management services and shall be fully responsible for delivery of Project objectives.
- b. Arcadis shall leverage the Agile methodology approach to project development by emphasizing incremental delivery, team collaboration, continual planning and continual learning to perform project services listed under the Contract. Meetings shall include but not limited to:
 - i. weekly status meeting on progress, issues, risks, budget and cost, and timeline,
 - ii. monthly Steering Committee meetings are to be scheduled, prepared, conducted, and notes distributed, and
 - iii. conduct a retrospective at each stage to capture lessons learned and improve the process.
- c. Arcadis shall provide documentation for the Project, including:
 - i. documenting key stages of the Project
 - ii. technical architecture and design
 - iii. data architecture and design
 - iv. signal configuration management
 - v. detailed deployment instructions at scale,

- vi. Bill of Materials (BOM) of the equipment including part, specification, quantity and price
- vii. Process architecture

8. Third-Party Subcontract Management

- a. Arcadis shall be fully responsible for managing any and all Third-Party Subcontracts, including establishing and managing appropriate Non-Disclosure Agreements (NDA).
- b. Arcadis shall be fully responsible for delivery of any tasks under its third-party subcontracts.
- c. Arcadis shall be fully responsible for administration of all invoices to the SFMTA and management of its third-party subcontract's invoices and payment schedules.
- d. Arcadis shall be fully responsible for the delivery of the Technical Solution in its entirety including procurement of all required equipment, development, testing, deployment of the solution, documentation, project management and third-party subcontracts administration and management.
- e. All invoicing and donation documentation shall adhere to FHWA acceptable standards and processes.

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

B. Department Liaison

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be **Robert Lim (Robert.Lim@sfmta.com)**.

Appendix B.1

Schedule of Prices

TOTAL CONTRACT AMOUNT: \$1,484,202.36

| ITEM | DESCRIPTION | AMOUNT |
|------|--|---------------------------------|
| 1 | Operational Readiness & Process Documentation | Not to exceed 7% of total cost |
| 2 | Sensor Deployment & Sensor Communication | Not to exceed 19% of total cost |
| 3 | Data Architecture Setup and Database Deployment | Not to exceed 46% of total cost |
| 4 | Business Intelligence (BI) Reporting & Dashboards | Not to exceed 17% of total cost |
| 5 | Intelligent Transportation System (ITS) Workshop Discussion | Not to exceed 1% of total cost |
| 6 | Not Used | N/A |
| 7 | Proof of Concept Sub-contractor and administrative processes defined and signed-off by Core Team | Not to exceed 5% of total cost |
| 8 | Final acceptance of all deliverables | Not to exceed 5% of total cost |

Appendix B.2

Payment Milestones

| Item | Description | Milestone Percentage | Sub-milestone Percentage |
|----------|---|----------------------|--------------------------|
| 1 | Operational Readiness & Process Documentation | 7% | |
| 1.1 | Process Architecture and Concept of Operations template approved by Technical Program Director | | 2% |
| 1.2 | Concept of Operations approved by Core Team | | 2% |
| 1.3 | Concept of Operations approved by Steering Committee | | 3% |
| 2 | Sensor Deployment & Sensor Communication | 19% | |
| 2.1 | Cisco network switches, power supplies, service, and TNL Object Detection Sensors and T-Mobile Cellular Devices ordered | | 5% |
| 2.2 | Quanergy LiDAR sensors, brackets, software ordered | | 9% |
| 2.3 | Coordination of install with SFMTA Signal Shop completed | | 5% |
| 3 | Data Architecture Setup and Database Deployment | 46% | |
| 3.1 | Traffic Flow Engine designed, configured and tested | | |
| 3.1.1 | Solution Design approved by Steering Committee | | 5% |
| 3.1.2 | Traffic Flow Engine configured | | |
| 3.1.2.1 | Traffic Flow Engine design completed and signed-off by Technical Program Director | | 5% |
| 3.1.2.2 | Traffic Flow Engine configuration completed and signed-off by Technical Program Director | | 5% |
| 3.1.2.3 | Traffic Flow Engine Unit Testing completed and signed-off by Technical Program Director | | 5% |
| 3.2 | Traffic Flow Engine integrated | | |
| 3.2.1 | Integration Architecture defined and signed-off by Technical Program Director | | 5% |
| 3.2.2 | D4 Traffic Signal Controller Integration, Passenger count Orb/CAD integration, LiDAR, LRV Location, Object Detection Integrations - Designed, developed, unit tested and signed-off by Technical Program Director | | 10% |

| Item | Description | Milestone Percentage | Sub-milestone Percentage |
|-------------|--|-----------------------------|---------------------------------|
| 3.3 | Testing (Logic, integration, performance, solution) completed and signed-off by core team | | 10% |
| 3.4 | Technical Operations - Architecture, Design, Implementation, Operations completed | | 1% |
| 4 | Business Intelligence (BI) Reporting & Dashboards | 17% | |
| 4.1 | Metrics initial scope defined and designed through conducting and documenting workshops / interviews / emails with SFMTA small teams | | 2% |
| 4.2 | Agile Reporting and Dashboard development | | |
| 4.2.1 | Sprint 1 + 2 User Reviews completed | | 3% |
| 4.2.2 | Sprint 3 + 4 User Reviews completed | | 3% |
| 4.2.3 | Sprint 5 + 6 User Reviews completed | | 3% |
| 4.2.4 | Sprint 7 + 8 User Reviews completed | | 3% |
| 4.3 | Reports and Dashboards operational and signed-off by Steering Committee | | 1% |
| 4.4 | Data Validation | | 2% |
| 5 | Intelligent Transportation System (ITS) Workshop Discussion | 1% | 1% |
| 6 | Not Used | | |
| 7 | Proof of Concept Sub-contractor and administrative processes defined and signed-off by Core Team | 5% | 5% |
| 8 | Final acceptance of all deliverables | 5% | 5% |

Appendix B.3

Project Delivery Schedule

| Item | Description | Duration (Planned duration not to exceed NTP+9 mos.) |
|----------|---|---|
| 1 | Operational Readiness & Process Documentation | NTP + 8 mos. |
| 1.1 | Process Architecture and Concept of Operations template approved by Technical Program Director | |
| 1.2 | Concept of Operations approved by Core Team | NTP + 6 mos. |
| 1.3 | Concept of Operations approved by Steering Committee | NTP + 8 mos. |
| 2 | Sensor Deployment & Sensor Communication | |
| 2.1 | Cisco network switches, power supplies, service, and TNL Object Detection Sensors and T-Mobile Cellular Devices ordered | NTP + 1 mo. |
| 2.2 | Quanergy LiDAR sensors, brackets, software ordered | NTP + 1 mo. |
| 2.3 | Coordination of install with SFMTA Signal Shop completed | NTP + 4 mos. |
| 3 | Data Architecture Setup and Database Deployment | NTP + 8 mos. |
| 3.1 | Traffic Flow Engine designed, configured and tested | NTP + 1 mo. |
| 3.1.1 | Solution Design approved by Steering Committee | NTP + 1 mo. |
| 3.1.2 | Traffic Flow Engine configured | |
| 3.1.2.1 | Traffic Flow Engine design completed and signed-off by Technical Program Director | NTP + 2 mos. |
| 3.1.2.2 | Traffic Flow Engine configuration completed and signed-off by Technical Program Director | NTP + 3 mos. |
| 3.1.2.3 | Traffic Flow Engine Unit Testing completed and signed-off by Technical Program Director | NTP + 5 mos. |
| 3.2 | Traffic Flow Engine integrated | |
| 3.2.1 | Integration Architecture defined and signed-off by Technical Program Director | NTP + 1 mo. |

| Item | Description | Duration (Planned duration not to exceed NTP+9 mos.) |
|-------------|---|---|
| 3.2.2 | D4 Traffic Signal Controller Integration, Passenger count Orb/CAD integration, LiDAR, LRV Location, Object Detection Integrations - Designed, developed, unit tested and signed-off by Technical Program Director | NTP + 5 mos. |
| 3.3 | Testing (Logic, integration, performance, solution) completed and signed-off by core team | NTP + 7 mos. |
| 3.4 | Technical Operations - Architecture, Design, Implementation, Operations completed | NTP + 8 mos. |
| 4 | Business Intelligence (BI) Reporting & Dashboards | NTP + 8 mos. |
| 4.1 | Metrics initial scope defined and designed through conducting and documenting workshops / interviews / emails with SFMTA small teams | NTP + 1 mo. |
| 4.2 | Agile Reporting and Dashboard development | |
| 4.2.1 | Sprint 1 + 2 User Reviews completed | NTP + 1 mo. |
| 4.2.2 | Sprint 3 + 4 User Reviews completed | NTP + 3 mos. |
| 4.2.3 | Sprint 5 + 6 User Reviews completed | NTP + 5 mos. |
| 4.2.4 | Sprint 7 + 8 User Reviews completed | NTP + 7 mos. |
| 4.3 | Reports and Dashboards operational and signed-off by Steering Committee | NTP + 8 mos. |
| 4.4 | Data Validation | NTP + 6 mos. |
| 5 | Intelligent Transportation System (ITS) Workshop Discussion | NTP + 6 mos. |
| 6 | Not Used | |
| 7 | Proof of Concept Sub-contractor and administrative processes defined and signed-off by Core Team | NTP + 1 mo. |
| 8 | Final acceptance of all deliverables | NTP + 9 mos. |

Appendix C.1

Arcadis Donation Agreement

DONATION AGREEMENT

between Arcadis and
the City and County of San Francisco
acting by and through its Municipal Transportation Agency

RECITALS

WHEREAS, the work to be performed under the Agreement between the City and County of San Francisco and Arcadis, Contract No. SFMTA-2020-61-FHWA (Project Agreement) is a pilot and proof of concept project authorized under San Francisco Administrative Code section 21.5(e) and 21.30 in which the San Francisco Municipal Transportation Agency (SFMTA) and Arcadis and its subcontractors work with SFMTA personnel to will test new technologies to determine whether those technologies may be employed in the SFMTA's management of traffic movement and congestion in San Francisco, California; and

WHEREAS, Arcadis has offered to donate equipment, software and related professional services (Donation) as a gift-in-kind to the SFMTA to facilitate the implementation of the Project;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the SFMTA and Donor agree as follows:

1. Description of Donation.

- a. Donor will provide the equipment, software and related professional services to configure, implement and test the Donation listed below:
 - Administrative and consulting services
- b. The monetary value of the Donation is \$94,200.
- c. Donor represents and warrants that it has the legal right(s) to donate and license use (as applicable) the items and services listed above.
- d. The Project term is from 12/7/2020 to 12/6/2021.
- e. The parties acknowledge and agree that this Donation Agreement and the description of the Donation and related deliverables provided under this Donation Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.
- f. The SFMTA hereby agrees to accept the Donation, which it will use in its discretion to implement the Project and for other municipal uses as the SFMTA may determine.
- g. The parties acknowledge and agree that the Donation are for the benefit and use of the City, without restriction, except as stated in applicable licenses and end user agreements, appended to this Donation Agreement and incorporated herein as if fully set out herein. In the case of any conflict between said license and end user agreements and this Donation Agreement or the Project Agreement, the Project Agreement and this Donation Agreement shall govern.

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- h. Donor and SFMTA acknowledge and agree that the Project will not be used for the SFMTA's acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code.
- i. Nothing in this Donation Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or SFMTA to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws.
- j. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor may be prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

2. Related Project Agreement.

The Project and the parties' respective responsibilities in managing and implementing the Project are set out in , Contract No. SFMTA-2020-61-FHWA (Project Agreement), which is incorporated into this Donation Agreement as if fully set out herein. Donor shall comply with the following provisions of the Project Agreement:

- a. Article 2
- b. Article 3 (Financial Matters)
- c. Sections 4.2 (Donated Equipment, Software and Services)
- d. Section 4.5 (Independent Contractor)
- e. Section 4.7 (Warranty)
- f. Section 5.1 (Insurance)
- g. Section 5.2 (Indemnification)
- h. Article 6 (Liability of Parties)
- i. Article 7 (Payment of Taxes)
- j. Article 8 (Termination and Default)
- k. Article 9 (Rights to Deliverables)
- l. Article 10 (Additional Requirements)
- m. Article 11 (General Provisions)
- n. Article 12 (SFMTA Specific Terms)
- o. Article 13 (Data and Security)
- p. Article 14 (MacBride Principles)

3. No Employment Relationship.

Donor acknowledges and agrees that providing the Donation for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its SFMTA. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

Except as expressly otherwise provided in the Services Contract, the City or SFMTA will not provide any compensation of any kind to the Donor for the Donation provided under this Donation Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

4. Proprietary or Confidential Information of City.

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

In the performance of Donation, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Donation Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or SFMTA shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the SFMTA's Chief Technology Officer.

5. Workers Compensation. Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donation Agreement shall be covered by the Donor's insurance.

6. Use of City and County Property for Business Purposes Only.

All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donation from the Donor.

7. Effective Date; Term; Termination.

The effective date of this Donation Agreement shall be 12/7/2020. The term of this Donation Agreement shall commence on the effective date, and shall end on 12/6/2021, provided that the City can reject all or any part of the Donation being provided under this Donation Agreement at any time upon written notice. Either party may terminate this Donation Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party 30 days' written notice of termination.

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

To SFMTA:
Robert Lim
1 South Van Ness, 7th Floor
San Francisco, CA 94103
Robert.Lim@sfmta.com

To Donor:
Rebeca Gonzalez
100 Montgomery St #300,
San Francisco, CA 94104
Rebeca.GomezGonzalez@arcadis.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.


9. Modification. This Donation Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in accordance with SFMTA contract approval policies.

10. Governing Law; Venue. The formation, interpretation and performance of this Donation Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Donation Agreement shall be in San Francisco.

11. Entire Agreement. This Donation Agreement sets forth the entire agreement between the parties regarding the matters addressed in it, and supersedes all other oral or written agreements.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

| | |
|---|---|
| San Francisco Municipal Transportation Agency | Donor |
| _____ Jeffrey P. Tumlin Director of Transportation |  _____ Mark Mutter Arcadis, Principal Consultant |
| Authorized By: Municipal Transportation Agency Board of Directors | <u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u> |
| Resolution No: _____ | By signing this Donation Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements. |
| Adopted: _____ | |
| Attest: _____ Secretary | |
| Dennis J. Herrera City Attorney | City Supplier Number: <u>0000025180</u> |
| By: _____ Robert K. Stone Deputy City Attorney | |

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Appendix C.2

Quanergy Donation Agreement

DONATION AGREEMENT

between Quanergy and
the City and County of San Francisco
acting by and through its Municipal Transportation Agency

RECITALS

WHEREAS, the work to be performed under the Agreement between the City and County of San Francisco and Arcadis, Contract No. SFMTA-2020-61-FHWA (Project Agreement) is a pilot and proof of concept project authorized under San Francisco Administrative Code section 21.5(e) and 21.30 in which the San Francisco Municipal Transportation Agency (SFMTA) and Arcadis and its subcontractors work with SFMTA personnel to will test new technologies to determine whether those technologies may be employed in the SFMTA's management of traffic movement and congestion in San Francisco, California; and

WHEREAS, Arcadis has offered to donate equipment, software and related professional services (Donation) as a gift-in-kind to the SFMTA to facilitate the implementation of the Project;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the SFMTA and Donor agree as follows:

1. Description of Donation.

- a. Donor will provide the equipment, software and related professional services to configure, implement and test the Donation listed below ("Licensed Materials" as defined in the Project Agreement):
 - Hardware and software calibration services
 - Software licenses
- b. The monetary value of the combined Donations are \$210,000. The first donation of \$100,000 was provided in May 2019, and the second donation of \$110,000 will be provided in late 2021.
- c. Donor represents and warrants that it has the legal right(s) to donate and license use (as applicable) the items and services listed above.
- d. The Project term is from December 7, 2020 to December 6, 2022.
- e. The parties acknowledge and agree that this Donation Agreement and the description of the Donation and related deliverables provided under this Donation Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.
- f. The SFMTA hereby agrees to accept the Donation, which it will use in its discretion to implement the Project and for other municipal uses as the SFMTA may determine.
- g. The parties acknowledge and agree that the Donation are for the benefit and use of the City, without restriction, except as stated in applicable licenses and end user agreements, appended to this Donation Agreement and incorporated herein as if fully set out herein. In the case of any conflict between said license and end

- user agreements and this Donation Agreement or the Project Agreement, the Project Agreement and this Donation Agreement shall govern.
- h. Donor and SFMTA acknowledge and agree that the Project will not be used for the SFMTA's acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code.
 - i. Nothing in this Donation Agreement shall prohibit Donor from participating in a competitive solicitation or otherwise contracting with City or SFMTA to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws.
 - j. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor may be prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

2. Related Project Agreement.

The Project and the parties' respective responsibilities in managing and implementing the Project are set out in , Contract No. SFMTA-2020-61-FHWA (Project Agreement), which is incorporated into this Donation Agreement as if fully set out herein. Donor shall comply with the following provisions of the Project Agreement:

- a. Article 4.2 (Donated Equipment, Software and Services)
- b. Articles 6.1 and 6.2 (Liability of Parties)
- c. Article 7 (Payment of Taxes)
- d. Article 9 (Rights to Deliverables)
- e. Article 10 (Additional Requirements)
- f. Article 14 (MacBride Principles)

3. Infringement Indemnity

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

4. No Employment Relationship.

Donor acknowledges and agrees that providing the Donation for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its SFMTA. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time

without notice or hearing or cause.

Except as expressly otherwise provided in the Services Contract, the City or SFMTA will not provide any compensation of any kind to the Donor for the Donation provided under this Donation Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

5. Proprietary or Confidential Information of City.

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

In the performance of Donation, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Donation Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or SFMTA shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the SFMTA's Chief Technology Officer.

6. Workers Compensation. Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donation Agreement shall be covered by the Donor's insurance.

7. Use of City and County Property for Business Purposes Only.

All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donation from the Donor.

8. Effective Date; Term; Termination.

The effective date of this Donation Agreement shall be 12/7/2020. The term of this Donation Agreement shall commence on the effective date, and shall end on 12/6/2021, provided that the City can reject all or any part of the Donation being provided under this Donation Agreement at any time upon written notice. Either party may terminate this Donation Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party 30 days' written notice of termination.

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

To SFMTA:

Robert Lim
1 South Van Ness, 7th Floor
San Francisco, CA 94103
Robert.Lim@sfmta.com

To Donor:

Patrick Archambault
433 Lakeside Drive
Sunnyvale, CA, 94085
Patrick.archambault@quanergy.com

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.


10. Modification. This Donation Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in accordance with SFMTA contract approval policies.

11. Governing Law; Venue. The formation, interpretation and performance of this Donation Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Donation Agreement shall be in San Francisco, California.

12. Entire Agreement. This Donation Agreement sets forth the entire agreement between the parties regarding the matters addressed in it, and supersedes all other oral or written agreements.

[Remainder of page intentionally left blank – Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

| | |
|---|---|
| San Francisco Municipal Transportation Agency | Donor |
| _____ Jeffrey P. Tumlin Director of Transportation |  _____ Donor name <u>Patrick Archambault, CFO</u> [Officer name and Title] |
| Authorized By: Municipal Transportation Agency Board of Directors | <u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u> |
| Resolution No: _____ | By signing this Donation Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements. |
| Adopted: _____ | |
| Attest: _____ Secretary | |
| Dennis J. Herrera City Attorney | |
| By: _____ Robert K. Stone Deputy City Attorney | City Supplier Number: _____ |

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Appendix C.3

TNL Donation Agreement

DONATION AGREEMENT

between TNL and

the City and County of San Francisco

acting by and through its Municipal Transportation Agency

RECITALS

WHEREAS, the work to be performed under the Agreement between the City and County of San Francisco and Arcadis, Contract No. SFMTA-2020-61-FHWA (Project Agreement) is a pilot and proof of concept project authorized under San Francisco Administrative Code section 21.5(e) and 21.30 in which the San Francisco Municipal Transportation Agency (SFMTA) and Arcadis and its subcontractors work with SFMTA personnel to will test new technologies to determine whether those technologies may be employed in the SFMTA's management of traffic movement and congestion in San Francisco, California; and

WHEREAS, TNL has offered to donate equipment, software and related professional services (Donation) as a gift-in-kind to the SFMTA to facilitate the implementation of the Project;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the SFMTA and Donor agree as follows:

1. Description of Donation.

- a. Donor will provide the equipment, software and related professional services to configure, implement and test the Donation listed below:
 - Traffic signal software licenses for 10 signalized interactions
- b. The monetary value of the Donation is \$650,000.
- c. Donor represents and warrants that it has the legal right(s) to donate and license use (as applicable) the items and services listed above.
- d. The Project term is from 12/7/2020 to 12/6/2021.
- e. The parties acknowledge and agree that this Donation Agreement and the description of the Donation and related deliverables provided under this Donation Agreement are subject to applicable public disclosure laws, including the City's Sunshine Ordinance.
- f. The SFMTA hereby agrees to accept the Donation, which it will use in its discretion to implement the Project and for other municipal uses as the SFMTA may determine.
- g. The parties acknowledge and agree that the Donation are for the benefit and use of the City, without restriction, except as stated in applicable licenses and end user agreements, appended to this Donation Agreement and incorporated herein as if fully set out herein. In the case of any conflict between said license and end user agreements and this Donation Agreement or the Project Agreement, the Project Agreement and this Donation Agreement shall govern.
- h. Donor and SFMTA acknowledge and agree that the Project will not be used for the SFMTA's acquisition of goods and services otherwise subject to the requirements of the San Francisco Administrative Code.
- i. Nothing in this Donation Agreement shall prohibit Donor from participating in a

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competitive solicitation or otherwise contracting with City or SFMTA to provide City with goods or services if done in compliance with all applicable City procurement and solicitation rules, regulations, policies, and procedures and all applicable conflict-of-interest laws.

- j. If Donor is instrumental in developing the scope of work for a future procurement, then the Donor may be prohibited from bidding on that future procurement. The Donor acknowledges and agrees that under certain laws, including California Government Code section 1090, involvement in preparing for a procurement may disqualify a Donor from participating in a later competitive bid process or from having any direct communication with or receiving any compensation or other benefit from a bidder, contractor, or vendor with respect to a resulting procurement.

2. Related Project Agreement.

The Project and the parties' respective responsibilities in managing and implementing the Project are set out in , Contract No. SFMTA-2020-61-FHWA (Project Agreement), which is incorporated into this Donation Agreement as if fully set out herein. Donor shall comply with the following provisions of the Project Agreement:

- a. Article 2
- b. Article 3 (Financial Matters)
- c. Sections 4.2 (Donated Equipment, Software and Services)
- d. Section 4.5 (Independent Contractor)
- e. Section 4.7 (Warranty)
- f. Section 5.1 (Insurance)
- g. Section 5.2 (Indemnification)
- h. Article 6 (Liability of Parties)
- i. Article 7 (Payment of Taxes)
- j. Article 8 (Termination and Default)
- k. Article 9 (Rights to Deliverables)
- l. Article 10 (Additional Requirements)
- m. Article 11 (General Provisions)
- n. Article 12 (SFMTA Specific Terms)
- o. Article 13 (Data and Security)
- p. Article 14 (MacBride Principles)

3. No Employment Relationship.

Donor acknowledges and agrees that providing the Donation for the City does not create any employment relationship or expectation of a future employment relationship between the Donor and the City or its SFMTA. Donor acknowledges and agrees that the City may, in its sole discretion, provide Donor with access to certain City resources but that the provision of such access shall in no way be construed as creating, or giving rise to, any employment relationship. The City may reject Donor's services at any time without notice or hearing or cause.

Except as expressly otherwise provided in the Services Contract, the City or SFMTA will not provide any compensation of any kind to the Donor for the Donation provided under this Donation Agreement, and no expenses of any kind will be reimbursed. Donor shall not represent or hold him or herself out to be an employee of the City at any time.

4. Proprietary or Confidential Information of City.

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

In the performance of Donation, Donor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Donor, such information must be held by Donor in confidence and used only in performing the Donation Agreement. Donor shall exercise the same standard of care to protect such information as a reasonably prudent business entity would use to protect its own proprietary or confidential information.

The City or SFMTA shall not make available to Donor access to City information system networks that are not available to the public without the consultation (and approval) of the SFMTA's Chief Technology Officer.

5. Workers Compensation. Donor acknowledges and agrees that the City is not obligated to and does not carry any insurance for Donor, and any condition, illness or injury that Donor suffers in the performance of the Donation Agreement shall be covered by the Donor's insurance.

6. Use of City and County Property for Business Purposes Only.

All City equipment, devices, materials, supplies, furnishings (e.g., photocopiers, telephones, computers, printers, vehicles, stationary, fax machines) must be used only to conduct City business. Use of City property for personal, political, or other non-City business is strictly prohibited and could lead to the City's rejection of further Donation from the Donor.

7. Effective Date; Term; Termination.

The effective date of this Donation Agreement shall be 12/7/2020. The term of this Donation Agreement shall commence on the effective date, and shall end on 12/6/2021, provided that the City can reject all or any part of the Donation being provided under this Donation Agreement at any time upon written notice. Either party may terminate this Donation Agreement, at any time during the term hereof, for convenience and without cause, by giving the other party 30 days' written notice of termination.

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

To SFMTA:

Robert Lim
1 South Van Ness, 7th Floor
San Francisco, CA 94103
Robert.Lim@sfmta.com

To Donor:

Paul van Koningsbruggen
1201 North Market Street, Suite 111
Wilmington, DE 19801
paul.van.koningsbruggen@tnl.group

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice.

9. Modification. This Donation Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in accordance with SFMTA contract approval policies.

10. Governing Law; Venue. The formation, interpretation and performance of this Donation Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Donation Agreement shall be in San Francisco.

11. Entire Agreement. This Donation Agreement sets forth the entire agreement between the parties regarding the matters addressed in it, and supersedes all other oral or written agreements.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

| | |
|---|---|
| <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Secretary</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p> | <p>Donor</p>  <hr/> <p>Donor name</p> <hr/> <p>Jan van der Wel CEO TNL USA</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Donation Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p> <p>City Supplier Number: _____</p> |
|---|---|

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