

**THIS PRINT COVERS CALENDAR ITEM NO.: 12**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Technology

**BRIEF DESCRIPTION:**

Awarding Contract No. 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 project 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, and accepting \$864,200 in gifts of in-kind services and equipment from Arcadis U.S., Inc. and its four subcontractors.

**SUMMARY:**


- The SFMTA seeks to implement a 12-month Pilot Project to improve traffic safety by developing and implementing 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 in real-time to change traffic flow conditions and to improve traffic safety while maintaining efficient traffic flow.
- The Federal Highway Administration will fund the Pilot Project.
- The Pilot Project is exempt from competitive bidding under Administrative Code sections 21.5(e) and 21.30.
- Arcadis U.S., Inc. was identified as the only company which can supply the required integrated solutions, with the focus on pedestrian and traffic safety.
- The proposed project complies with the San Francisco Acquisition of Surveillance Technology Ordinance.
- The proposed action is the Approval Action as defined by the S.F. Administrative Code Chapter 31.

**ENCLOSURES:**

1. SFMTAB Resolutions
2. SFMTA Contract No. 2020-61-FHWA with Arcadis U.S.
3. Gift Letters

**APPROVALS:**

DIRECTOR 

SECRETARY 

**DATE**

October 28, 2020

October 28, 2020

**ASSIGNED SFMTAB CALENDAR DATE:** November 3, 2020

**PURPOSE**

To award Contract No. 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 project 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, and accepting \$864,200 in gifts of in-kind services and equipment from Arcadis U.S., Inc. and its four subcontractors.

**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**

The SFMTA seeks to implement a 12-month Pilot Project to improve traffic safety by developing and implementing 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 ten 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. The Smart Signals will give priority to emergency response vehicles and public transit vehicles.

The Smart Signals were developed under a SFMTA Proof of Concept (PoC) project to demonstrate the technical capabilities of sensors to capture accurate vehicle and pedestrian data and the ability to transfer such data over the SFMTA's Fiber Optic network. Using Light Detection and Ranging (lidar) sensors and Dedicated Short Range Communication (DSRC) radios, the PoC sought to visualize traffic flow and curb management and observe traffic flow with a desired outcome of having the ability to make better traffic signal timing adjustments. The PoC was successfully implemented at five intersections in the South of Market and Mission Bay neighborhoods. The SFMTA seeks to build on what it has learned from the PoC to integrate those new technologies with existing traffic signal infrastructure. The real-time data availability and analysis will also enable precise predictions of when the light rail vehicle (LRV) will reach downstream intersections, so that a green light is more likely to be set, thus reducing red light delay.

As a Pilot Project, the Smart Signals Project is not required to competitively bid technology procurement. Staff selected Arcadis U.S., Inc. after researching leading ITS technical solutions, consulting with peers in sister cities and in the industry. This Contract was procured in accordance with federal requirements for sole source contracts.

There is no Small Business Enterprise (SBE) subcontracting participation requirement for this Contract.

Based on the scope of work issued by the SFMTA, Arcadis U.S., Inc will manage the timeline and the delivery of the scope and will purchase vendor equipment for this PoC. Arcadis, U.S. will lead data analytics, visualization and dashboarding; manage the standardization of specifications and operational readiness and report on lessons learned.

## **PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT**

To develop requirements and scope for this Contract, project staff consulted key stakeholders from Transit, Finance and Information Technology and Sustainable Streets and incorporated divisional business requirements into the scope of work provided by the key stakeholders.

## **ALTERNATIVES CONSIDERED**

The project team looked at other technology solutions through various industry seminars, workshops, conferences and presentations. The research indicated a lack of a single industry solution in the continuously evolving field of Intelligent Transportation Systems which would meet the use cases and produce the desired outcomes as outlined in the current scope.

Locations other than 3<sup>rd</sup> Street were considered as the test corridor, but to meet the project budget and schedule the project team wanted to use existing equipment from the previous PoC and maximize the benefits from the existing fiberoptic network in place for data transmission.

Transit Division is pursuing the future deployment of a surface level Communication Based

Train Control System (CBTC) along 3<sup>rd</sup> Street, which will overlap the some of the scope of this Project. However, the CBTC project is not expected to be implemented until 2024 - providing a window for the current project to achieve similar goals in a shorter timeline. The Project team will work closely with Transit Division to assure alignment and share lessons learned.

**FUNDING IMPACT**

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:

<b>Vendor</b>	<b>Line Item</b>	<b>Estimated Value</b>	<b>Type</b>	<b>Contract Paid Services</b>
<b>Arcadis</b>	Administrative and consulting services	\$94,200	Gift	Operational readiness and process documentation; Business intelligence reporting and dashboards; Project management
<b>Quanergy</b>	LiDAR calibration expert services	\$100,000	Gift	Sensor deployment and communication
<b>TNL</b>	TNL traffic flow engine software licenses	\$487,500	Gift	Data architecture set up and database deployment
<b>Globe Tracker</b>	LRV position enablement	\$122,500	Gift	Sensor configuration and calibration
<b>Volkswagen Research USA</b>	Micro mobility Artificial Intelligence model	\$60,000	Gift	Written report of model findings
	<b>Total Gift</b>	<b>\$864,200</b>		

The services in-kind are separate from the billed services and equipment listed in Appendix B of the Contract. There is a separate resolution attached for the SFMTA Board to accept the gifts.

**ENVIRONMENTAL REVIEW**

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 the National Environmental Policy Act (NEPA). Caltrans determined that pursuant to 23 USC 326 this project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(21).

The proposed project is subject to the California Environmental Quality Act (CEQA). 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.

On September 22, 2020, the SFMTA determined [Case Number 2020-008518ENV] that the proposed 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 action is the Approval Action as defined by the S.F. Administrative Code Chapter 31.

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**

On August 3, 2020, the Civil Service Commission approved Contract number #40839-19/20 for sole source procurement of technical solutions, software, equipment and services with Arcadis U.S., Inc.

The Director of Transportation determined that this Project meets the federal requirements for a sole source procurement. This Project qualifies as a pilot project under S.F. Administrative Code section 21.5(e), which exempts the Project from City competitive bidding requirements, but limits the term of the Project to 24 months. The procurement of Project technology procurement is also exempt from competitive bidding under Administrative Code section 21.30.

As required by the City's Acquisition of Surveillance Technology Ordinance, the project has completed the Surveillance Toolkit provided by the Committee on Information Technology (COIT), and the project complies with the Ordinance.

The City Attorney has reviewed this item.

#### **RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors award Contract No. 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 project 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, and to accept \$864,200 in gifts of in-kind services and equipment from Arcadis U.S., Inc. and its four subcontractors.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The SFMTA seeks to implement a 12-month Pilot Project to improve traffic safety by developing and implementing 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 Federal Highway Administration will fund the Pilot Project under a grant; and

WHEREAS, The SFMTA selected Arcadis U.S., Inc. based on its demonstrated expertise and experience in applying technology to achieve Vision Zero, Transit First program goals of pedestrian and traffic safety; and,

WHEREAS, The proposed project complies with the San Francisco Acquisition of Surveillance Technology Ordinance; and,

WHEREAS, The Connected Vision Zero Corridor (CVZC) Proof of Concept Project, one of four projects stipulated in the ATCMTD grant, seeks to (1) improve safety for all modes (2) reduce public transit travel times (3) reduce signal delays and (4) reduce idling and greenhouse gas emissions through the deployment of cameras, sensors, and software on a selected corridor; and,

WHEREAS, SFMTA successfully completed a proof of concept feasibility study in January 2020 to demonstrate the technical capabilities of sensors to collect accurate and precise vehicle and pedestrian locations, speeds and directions and the ability to transfer the large datasets over the SFMTA network for processing, storage and analysis; and,

WHEREAS, SFMTA seeks to build upon the proof of concept feasibility study to deploy an integrated technical solution using real-time data and advanced traffic flow algorithms along 10 intersections on 3rd Street, from Channel to 20th, to dynamically change the signal phasing based on existing traffic flow conditions and the presence of various modes including transit, pedestrians, bicycles and vehicles; and,

WHEREAS, As a Pilot Project, the Smart Signals Project is not required to competitively bid technology procurement; Staff selected Arcadis U.S., Inc. after researching leading ITS technical solutions, consulting with peers in sister cities and in industry; and,

WHEREAS, The software, equipment and related services to be provided under this Contract are proprietary, and are therefore procured as a sole source contract in accordance with federal procurement requirements; and,

WHEREAS, There is no Small Business Enterprise (SBE) subcontracting participation requirement for this Contract; and,

WHEREAS, 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 the National Environmental Policy Act (NEPA). Caltrans determined that pursuant to 23 USC 326 this project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(21); and,

WHEREAS, The proposed project is subject to the California Environmental Quality Act (CEQA). 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, On September 22, 2020, the SFMTA determined [Case Number 2020-008518ENV] that the proposed project is categorically exempt from CEQA as defined in Title 14 of the California Code of Regulations Section 15301; and the proposed action is the Approval Action as defined by the S.F. Administrative Code Chapter 31; 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 San Francisco Municipal Transportation Agency Board of Directors awards Contract No. SFMTA-2020-61-FHWA to Arcadis U.S., Inc., for sole source procurement of software, equipment and related professional services to support the pilot project 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.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 20, 2020.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. \_\_\_\_\_

WHEREAS, The SFMTA seeks to implement a 12-month Pilot Project to improve traffic safety by developing and implementing 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 SFMTA Board of Directors has awarded a contract to Arcadis, U.S., Inc., a global design and engineering company, to perform the Connected Vision Zero Corridor (CVZC) Proof of Concept Project, one of four projects stipulated in the ATCMTD grant; and,

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

WHEREAS, Arcadis, U.S., Inc., and four of its subcontractors—Quanergy, TNL, Globe Tracker, and Volkswagen Research USA—have offered gifts of services and/or equipment to the SFMTA as part of the Contract in addition to the work for which they will be paid under the Contract; and

WHEREAS, Arcadis, U.S., Inc. has offered to provide \$94,200 in administrative and consulting services, valued at approximately \$94,200, as a gift to the SFMTA; and

WHEREAS, Quanergy, an optics and artificial intelligence software company, has offered to provide hardware and software calibration services, valued at approximately \$100,000, as a gift to the SFMTA; and

WHEREAS, TNL, a leading international traffic and mobility software and consulting services firm, has offered to provide traffic flow engine software valued at \$487,500 to the SFMTA; and

WHEREAS, Globe Tracker, a market leader in solutions asset tracking and visibility, will provide light rail vehicle tracking equipment valued at \$122,500 to the SFMTA; and

WHEREAS, Volkswagen Research USA, an advanced technologies and infrastructure technology innovation group, has offered to provide an artificial intelligence model valued at \$60,000 to the SFMTA; now, therefore, be it



RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors accepts the following gifts for the SFMTA: administrative and consulting services from Arcadis U.S., Inc., valued at approximately \$94,200; hardware and software calibration services from Quanergy, valued at approximately \$100,000; traffic flow engine software from TNL, valued at \$487,500; light rail vehicle tracking equipment valued at \$122,500 from Globe Tracker; and an artificial intelligence model valued at \$60,000 from Volkswagen Research USA.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 20, 2020.

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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., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and  
Arcadis U.S., Inc. for the SFMTA Connected Vision Zero Corridor  
Proof of Concept Pilot Project**

**Contract No. SFMTA-2020-61-FHWA**

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

**Agreement between the City and County of San Francisco and  
Arcadis U.S., Inc. for the SFMTA Connected Vision Zero Corridor PoC  
Contract No. SFMTA-2020-61-FHWA**

This Agreement is made as of October 20, 2020, in the City and County of San Francisco (City), State of California, by and between Arcadis U.S., Inc., 100 Montgomery St., Suite 300, San Francisco, California 94104, a Delaware corporation (Contractor) and City, a municipal corporation, acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

**A.** The SFMTA wishes to contract Contractor, which is an engineering and design firm with experience in traffic engineering and traffic control technology, to implement the Connected Vision Zero Corridor PoC Project, in accordance with the City's Vision Zero traffic and pedestrian safety policies, as a pilot project to explore proof of concepts in the use technology applied to traffic signal and streets intersection management. Contractor will provide consulting services and expertise to assist the SFMTA in identifying and procuring such technology, implementing it in the field, and testing and evaluating its effectiveness in promoting traffic and pedestrian safety

**B.** This 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.

**C.** There is no Small Business Enterprise (SBE) subcontracting participation requirement for this Agreement.

**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. 40839-19/20 for this Agreement on August 3, 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 SFMTA Contract Compliance Office.

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

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

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

**1.6** “**Confidential Information**” means confidential City information including, but not limited to, personally-identifiable information (PII), protected health information (PHI), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

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

**1.8** “**Contractor**” or “**Consultant**” means Arcadis U.S. Inc., 100 Montgomery St., Suite 300, San Francisco, California 94104.

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

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

**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** “**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.

**1.13** “**Federal Highway Administration (FHWA)**” is an operating administration of the U.S. Department of Transportation.



**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** “**Pilot Technology**” means software, equipment and systems procured under this Agreement for implementation and evaluation by the SFMTA

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

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

**1.19** “**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.

**1.20** “**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.

**1.21** “**Small Business Enterprise**” or “**SBE**” means a for-profit, small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in 49 Code of Federal Regulations (CFR) Section 26.5.

**1.22** “**Work**” means the performance of the services described in Appendix A, including but not limited to consulting and procurement services described therein and other services necessary for the successful implementation and performance of the Project.

## **Article 2 Term of the Agreement**

**2.1** The term of this Agreement shall commence on the later of: (i) [insert Contractor’s start date]; or (ii) the Effective Date, and expire one year later, 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.**

**3.3.1 Amount.** Compensation under this Agreement shall not exceed One Million Five Hundred and Fourteen Thousand Four Hundred and Ninety-Two Dollars (\$1,514,492), as further described in Appendix B.1 (Schedule of Prices).

**3.3.2 Payment.** Contractor shall provide an invoice to the SFMTA pursuant to Appendix B.2 (Payment Milestones), attached hereto and incorporated by reference as though fully set forth herein. Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 Days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed One Million Five Hundred and Fourteen Thousand Four Hundred and Ninety-Two Dollars (\$1,514,492). The breakdown of charges associated with this Agreement appears in Appendix B.1.

The City may withhold a portion of payment as retention until conclusion of the Agreement, described in Appendix B.1. In no event shall City be liable for interest or late charges for any late payments.

**3.3.3 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or

detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.4 Withhold Payments.** If Contractor fails to provide 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.

**3.3.5 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. The City will make payment as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. Each invoice shall include:

- (a) Contract order number
- (b) Relevant milestones
- (c) Description of items
- (d) Milestone amount
- (e) Total invoice amount
- (f) Supporting documentation and/or documentation referencing

submittal.

**3.3.6 Reserved. (SBE Payment).**

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

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

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

**3.3.8 Grant-Funded Contracts.**

(a) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to

become due to Contractor under this Agreement or any other Agreement between Contractor and City.

(b) **FHWA Requirements.** The provisions contained in “FHWA Requirements” (Appendix C) are incorporated into this Agreement. If there is any conflict between the FHWA terms and conditions and any other terms and conditions of this Agreement, the FHWA terms and conditions shall take precedence.

(c) **Grant Terms.** The funding for this Agreement is provided to the SFMTA in full or in part by a Federal or State grant. As part of the terms of receiving the funds, the SFMTA must incorporate some of the terms into this Agreement (Grant Terms). The incorporated Grant Terms may be found in Appendix C. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(d) As required by the Grant Terms, Contractor shall insert applicable provisions into each lower-tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor, or service provider.

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

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

City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for 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 those Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

**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.

<b>Vendor</b>	<b>Line item</b>	<b>Estimated Value</b>	<b>Type</b>
Arcadis	Administrative and Consulting	\$94,200	Donation
Quanergy	LiDAR calibration Expert Services	\$100,000	Donation
TNL	TNL (Traffic Flow Engine) \$65k/intersection/year	\$487,500	Donation
Globe Tracker	LRV position enablement	\$122,500	Donation
Volkswagen	Micro-Mobility AI model	\$60,000	Donation
	<b>Total Donation</b>	<b>\$864,200</b>	

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

**4.4 Subcontracting.** 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. The City approves the following Subcontractors listed below.

- a) **Volkswagen Research USA** – Traffic (vehicle and pedestrian) data patterns modeling and analysis.
- b) **Quanergy** – Object (vehicle and pedestrian) recognition software and services.
- c) **TNL** – Software and systems integration and configuration services.
- d) **Globe Tracker** – LRV position enablement.

**4.4.1** Arcadis may perform the Services through a combination of its own employees and employees of its affiliates and that the use of such affiliate labor shall not be deemed a subcontract for purposes of this agreement. In no event, for purposes of this Agreement, shall Arcadis NV be considered an Affiliate.

**4.5 Independent Contractor; Payment of Employment Taxes and Other Expenses<sup>2</sup>**

**4.5.1 Independent Contractor.** For the purposes of this Article 4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or

employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.5.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.5 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

**4.7 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.

**4.8 Procurement of Pilot Technology.** Contractor shall procure Pilot Technology for the Project, as agreed by the parties in Scope of Services. Contractor shall obtain from the vendors of the Pilot Technology licenses or end user agreements authorizing the City to use the Pilot Technology for the City's purposes on a form containing terms and conditions acceptable to the SFMTA's Chief Technology Officer and the City Attorney. Said terms and conditions shall contain, at a minimum: (a) a royalty free, perpetual license to use the Pilot Technology; (b) acknowledgement that the data derived from the Pilot Technology is a public record; (c) indemnity from intellectual property infringement equal to that provided under this Agreement.

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

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

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

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

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

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

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

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or



third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Reserved. (Cyber and Privacy Coverage.)

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

**5.1.3** Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**5.1.4** All policies shall be endorsed to provide ten (10) days' advance written notice to the City of cancellation for nonpayment of premium, and thirty (30) days' advance written notice to the City of cancellation, for reasons other than nonpayment of premium. Contractor shall provide 30 days advance written notice to the City of any intended non-renewal or reduction in coverage. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties." All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

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

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

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

**5.1.8** Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements from insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California,

and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

**5.2 Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

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

## **Article 6 Liability of the Parties**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (PAYMENT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

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

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

## **Article 7 Payment of Taxes**

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

**7.2 Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

**7.2.4** Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

**8.1.1 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 shall include, 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 enumerated and described 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 Survival.** The City's payment obligation under this Section shall survive termination of this Agreement.

## **8.2 Termination for Default; Remedies.**

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

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

- 3.5 Submitting False Claims.
- 4.6 Assignment
- Article 5 Insurance and Indemnity
- Article 7 Payment of Taxes
- 10.10 Alcohol and Drug-Free Workplace
- 11.10 Compliance with Laws
- 13.1 Nondisclosure of Private, Proprietary or Confidential Information

(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 Remedies.** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrance 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.

**8.2.3 No Waiver.** 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 Notice of Default.** Any notice of default must be sent by registered mail to the address set forth 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 Survival.** This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.3	Payment Limited to Satisfactory Services
3.3.8 (a)	Grant Funded Contracts - Disallowance
3.4	Audit and Inspection of Records
3.5	Submitting False Claims
Article 5	Insurance and Indemnity
6.1	Liability of City
6.3	Liability for Incidental and Consequential Damages
Article 7	Payment of Taxes
8.1.6	Survival
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
13.1	Nondisclosure of Private, Proprietary or Confidential Information

**8.4.2 Contractor Duties.** 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.

### **9.3      Licensed Materials**

**9.3.1** Software and firmware on equipment procured under this Agreement by purchase or donation and other proprietary materials described herein or in the Scope of Services are "Licensed Materials." Contractor shall procure on behalf of the City end user license agreements that provide to the SFMTA the royalty-free, enterprise, perpetual, and non-transferable license to use the Licensed Materials for the City's internal purposes to implement and operate the Project and its constituent elements. Contractor shall confirm that the source of the Licensed Material has the title to and/or authority to grant said license(s) and sublicenses(s) to the City. The purchase, procurement and donation of all Licensed Materials shall be subject to the indemnity requirements of this Agreement, including but not limited to indemnity for infringement on patent, copyright, trademark or other intellectual property right. Under no circumstances shall the City indemnify Contractor or any supplier or other source of Licensed Materials for any claim of any nature whatsoever. Contractor shall include the language of this Section 9.3 and Section 5.2 in every agreement for the purchase or donation of Licensed Materials.

**9.3.2** Notwithstanding anything to the contrary contained in this Agreement, it is understood that the City will receive no title or ownership rights to Licensed Materials

received or purchased under this Agreement, and all such rights shall remain with the Contractor or the source of the Licensed Materials, as applicable.

**9.3.3** The City agrees that the Licensed Materials received or purchased under this Agreement hereof shall, as between the Parties, be treated as proprietary and a trade secret of the Contractor or the source of the Licensed Materials, as applicable, and shall be subject to the provisions of Section 13.1 (Nondisclosure of Private, Proprietary or Confidential Information).

**9.3.4** The City shall not:

(a) make any copies of Licensed Materials provided under this Agreement or parts thereof, except for archival back up purposes and when making copies as permitted herein, shall transfer to the copy/copies any copyright or proprietary legends or other marking on said Licensed Materials; or

(b) use said Licensed Materials for any other purpose than permitted in this Section; or

(c) translate, reverse engineer, adapt, arrange or error-correct or make any other alterations to said Licensed Materials.

**9.3.5** The obligations of the City under this Section shall survive the termination or expiration of this Agreement.

**9.3.6** The license to use Licensed Materials provided under this Agreement may contain freely available Licensed Materials obtained by Contractor from a third-party source. No license fee has been paid by Contractor for the inclusion of any such freely available Licensed Materials, and no license fee is charged to City for its use. City acknowledges and agrees that the third-party source provides no warranties and shall have no liability whatsoever in respect of City's possession and/or use of the freely available Licensed Materials.

**9.4 License of Documentation.** Contractor shall supply Documentation to the City for Licensed Materials purchased or otherwise received by the City under this Agreement in the format and number of copies as required based on number and model of equipment purchased. The City shall have the right to use the Documentation for the operation and maintenance of the Project and its constituent elements. The City may make limited copies of the Documentation to the extent necessary to maintain one (1) archive version and as required to train its employees in the operation and maintenance of the systems and elements of the Project, provided always that all copyright, confidentiality or proprietary legends or other markings shall be transposed onto such permitted copies. The Documentation and all permitted copies thereof shall at all times be treated as proprietary and a trade secret of the Contractor or the source of the Licensed Materials and shall be subject to the provisions of this Agreement for Confidential Information.

## **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](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 (1) asking such applicants about their current or past salary or (2) 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 Nondiscrimination 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 Reserved. (Small Business Enterprise Program).**

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Reserved. (Health Care Accountability Ordinance).**

**10.9 Reserved. (First Source Hiring Program).**

**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.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) [or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved].

**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 Reserved. (Food Service Waste Reduction Requirements).**

**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: SFMTA  
1 South Van Ness Avenue, Third Floor  
San Francisco, CA 94103  
**Zahra.Afrookhteh@sfmta.com**  
Attention: Zahra Afrookhteh, Technical Portfolio Manager,

To Contractor: Arcadis U.S., Inc.  
100 Montgomery Street, Suite 300  
San Francisco, CA 94104  
Alison.C.Jones@arcadis.com  
Attention: Alison Jones, Senior Vice President

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, the RFP, and Contractor's proposal dated August 20, 2020. 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 shall control over the RFP, and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

**11.15** Arcadis shall not be liable to SFMTA for any failure to perform the Services if any such failure is caused by forces beyond Arcadis' reasonable control, including, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public health orders, regulations.



## **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](http://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 City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

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

**13.3 Reserved. (Business Associate Agreement).**

**13.4 Management of City Data and Confidential Information.**

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

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

**13.4.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within 48 hours return all Confidential Information, including all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall, within ten (10) business days, purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the Data or for production of the Data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

## **Article 14 MacBride Principles and Signature**

**14.1 MacBride Principles - Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve

employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

<b>CITY</b>	<b>CONTRACTOR</b>
<p><b>San Francisco Municipal Transportation Agency</b></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, SFMTA Board of Directors</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Robert K. Stone Deputy City Attorney</p>	<p><b>Arcadis US Inc.</b></p> <hr/> <p>Alison C. Jones Senior Vice President 100 Montgomery St., Suite 300 San Francisco, CA 94104</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: 0000025180</p>

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**Appendices**

- A: Scope of Services
- B.1: Schedule of Prices
- B.2: Payment Milestones
- B.3: Project Delivery Schedule
- C: FHWA Requirements

## **Appendix A Scope of Services**

### **A. Description of Services**

Arcadis shall provide and perform the following services and tasks:

#### **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 source 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. The City will accept donated Licensed Materials under this agreement with Contractor donating the Licensed Materials for Traffic Flow Engine system. For all other systems Contractor will purchase all licenses under this agreement with SFMTA as End Customer and no transfer will be required at the end of the PoC.
- c. Arcadis shall coordinate with SFMTA Fleet Management for the install and, by end of PoC, coordinate removal of any equipment installed in Light Rail Vehicles (LRV) for the purposes of this PoC.
- 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.

- e. Arcadis shall coordinate with SFMTA Transit for the install and, by end of PoC, coordinate removal of any equipment installed on four LRV platforms for the purposes of this PoC.

### **3. Data Architecture Setup and Database Deployment**

- a. Arcadis shall install, configure, test, and deploy in 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

### **5. Intelligent Transportation System (ITS) Workshop**

- a. Arcadis shall 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. Traffic Simulation & Research**

- a. Arcadis shall build and test an Artificial Intelligence (AI) enabled model and perform traffic simulation and research. The AI model shall enable simulation and micro mobility predictive modeling based on SFMTA Road Network and Mode prioritization and historic data.
- b. The AI enabled model is to enable SFMTA to understand vehicle and traffic behaviors and to identify opportunities for traffic flow improvement at an unprecedented detailed level.

### **7. Project Management**

- a. Arcadis shall provide project management services and shall be fully responsible for delivery of PoC objectives.
- b. Arcadis shall leverage the Agile methodology. 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 PoC, including:
- i. documenting key stages of the PoC
  - 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: \$1,514,492.20**

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 45% of total cost
4	Business Intelligence (BI) Reporting & Dashboards	Not to exceed 15% of total cost
5	One (1) Intelligent Transportation System (ITS) Workshop conducted	Not to exceed 2% of total cost
6	Traffic Simulation & Research micro-mobility Artificial Intelligence model created and signed-off by Core Team	Not to exceed 2% of total cost
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
<b>1</b>	<b>Operational Readiness &amp; Process Documentation</b>	<b>7%</b>	
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%
<b>2</b>	<b>Sensor Deployment &amp; Sensor Communication</b>	<b>19%</b>	
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%
<b>3</b>	<b>Data Architecture Setup and Database Deployment</b>	<b>45%</b>	
3.1	Traffic Flow Engine designed, configured and tested		
3.1.1	Solution Design approved by Steering Committee		4%
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%

<b>Item</b>	<b>Description</b>	<b>Milestone Percentage</b>	<b>Sub-milestone Percentage</b>
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%
<b>4</b>	<b>Business Intelligence (BI) Reporting &amp; Dashboards</b>	<b>15%</b>	
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%
<b>5</b>	<b>One (1) Intelligent Transportation System (ITS) Workshop conducted</b>	<b>2%</b>	<b>2%</b>
<b>6</b>	<b>Traffic Simulation &amp; Research micro-mobility Artificial Intelligence model created and signed-off by Core Team</b>	<b>2%</b>	<b>2%</b>
<b>7</b>	<b>Proof of Concept Sub-contractor and administrative processes defined and signed-off by Core Team</b>	<b>5%</b>	<b>5%</b>
<b>8</b>	<b>Final acceptance of all deliverables</b>	<b>5%</b>	<b>5%</b>

## Appendix B.3

### Project Delivery Schedule

Item	Description	Duration (Planned duration not to exceed NTP+9 mos.)
<b>1</b>	<b>Operational Readiness &amp; Process Documentation</b>	<b>NTP + 8 mos.</b>
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.
<b>2</b>	<b>Sensor Deployment &amp; Sensor Communication</b>	
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.
<b>3</b>	<b>Data Architecture Setup and Database Deployment</b>	<b>NTP + 8 mos.</b>
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.

<b>Item</b>	<b>Description</b>	<b>Duration (Planned duration not to exceed NTP+9 mos.)</b>
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.
<b>4</b>	<b>Business Intelligence (BI) Reporting &amp; Dashboards</b>	<b>NTP + 8 mos.</b>
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.
<b>5</b>	<b>One (1) Intelligent Transportation System (ITS) Workshop conducted</b>	<b>NTP + 6 mos.</b>
<b>6</b>	<b>Traffic Simulation &amp; Research micro-mobility Artificial Intelligence model created and signed-off by Core Team</b>	<b>NTP + 6 mos.</b>
<b>7</b>	<b>Proof of Concept Sub-contractor and administrative processes defined and signed-off by Core Team</b>	<b>NTP + 1 mo.</b>
<b>8</b>	<b>Final acceptance of all deliverables</b>	<b>NTP + 9 mos.</b>

## Appendix C

### FHWA REQUIREMENTS

#### I. DEFINITIONS

**A. Contractor** means the individual or entity awarded a third-party contract financed in whole or in part with Federal assistance originally derived from FHWA.

**B. Federal Highway Administration (FHWA)** is an operating administration of the U.S. DOT.

**C. Government** means the United States of America and any executive department or agency thereof.

**D. Project** means the task or set of tasks listed as described in the grant application and Cooperative Agreement between FHWA and the City and County of San Francisco, through the San Francisco Municipal Transportation Agency (SFMTA).

**E. Recipient** means any entity that receives Federal assistance directly from FHWA to accomplish a project. The term "Recipient" includes each FHWA "Grantee" as well as each FHWA Recipient of a Cooperative Agreement. For the purpose of this Agreement, Recipient is the City, through the SFMTA.

**F. Subrecipient** means the San Francisco County Transportation Authority.

**G. Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.

**H. Third-Party Contract** means a contract or purchase order awarded by the Subrecipient to a vendor or Contractor, financed in whole or in part with Federal assistance awarded by FHWA.

**I. Third-Party Subcontract** means a subcontract at any tier entered into by Subrecipient or a Contractor, financed in whole or in part with Federal assistance originally derived from FHWA.

**J. U.S. DOT or DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.

#### II. FEDERAL CHANGES

Subrecipient shall at all times comply with all applicable U.S. DOT and FHWA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

#### III. ACCESS TO RECORDS

**A.** The Subrecipient agrees to provide the City and County of San Francisco, the FHWA Administrator, the Comptroller General of the United States or any of their authorized

representatives access to any books, documents, papers and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

**B.** The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**C.** The Subrecipient agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until the City, the FHWA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 2 CFR 200.336.

#### **IV. DEBARMENT AND SUSPENSION**

Grantees and subrecipients must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Therefore, by submitting a bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the San Francisco Municipal Transportation Agency (SFMTA). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the SFMTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Parts 180, Subpart C and 1200, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **V. NO FEDERAL GOVERNMENT OBLIGATIONS TO SUBRECIPIENT**

**A.** The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

**B.** Subrecipient agrees to ensure that the above clause is included in each Third-Party Contract or subcontract of any tier financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the Contractor or subcontractor who will be subject to its provisions.

## VI. CIVIL RIGHTS

**A. Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 41 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.

**B. Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

**1. Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOT) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FHWA may issue.

**2. Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FHWA may issue.

**3. Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Subrecipient agrees to comply with any implementing requirements FHWA may issue.

**C. Subcontracts.** The Subrecipient also agrees to include the above requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary, to identify the affected parties.

**D. Information and Reports.** The Subrecipient shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit the

SFMTA, Caltrans, and FHWA (the Agencies) access to books, records, accounts, other sources of information, and its facilities, as may be determined by the Agencies to be pertinent to ascertain compliance with such Regulations or directives. Where any information required by one or more of the Agencies is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall so certify to the SFMTA, Caltrans, or FHWA, as applicable, and shall set forth what efforts Subrecipient has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, the SFMTA shall impose such agreement sanctions as it, Caltrans or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to Subrecipient under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
2. cancellation, termination or suspension of the Agreement, in whole or in part.

**VII. CONTRACT WORK HOURS AND SAFETY STANDARDS** (*applicable to non-construction contracts in excess of \$100,000 that employ laborers or mechanics on a public work*)

**A. Overtime requirements** – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**B. Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the clause set forth in paragraph A of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

**C. Withholding for unpaid wages and liquidated damages** – The City and County of San Francisco shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.



**D. Subcontracts** – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

## **VIII. ENERGY CONSERVATION REQUIREMENTS**

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **IX. CLEAN WATER REQUIREMENTS** (*applicable to all contracts in excess of \$100,000*)

**A.** The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Subrecipient agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA regional office.

**B.** The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FHWA.

## **X. CLEAN AIR** (*applicable to all contracts and subcontracts in excess of \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.*)

**A.** Subrecipient agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office.

**B.** The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FHWA.

## **XI. PRIVACY**

If Subrecipient or its employees administer any system of records on behalf of the Federal Government, Subrecipient and its employees agree to comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a (the Privacy Act). Specifically, Subrecipient agrees to obtain the express consent of the Federal Government before the Subrecipient or its employees operate a system of records on behalf of the Government. Subrecipient acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement. The Subrecipient also agrees to include these requirements in each Third-Party Contract or subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FHWA.

**XII. TERMINATION FOR CONVENIENCE OF CITY** (required for all contracts in excess of \$10,000)

See Agreement Terms and Conditions.

**XIII. TERMINATION FOR DEFAULT** (*required for all contracts in excess of \$10,000*)

See Agreement Terms and Conditions.

**XIV. BUY AMERICA**

The Subrecipient agrees to comply with 23 U.S.C. 313, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products predominately made of steel or iron used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver.

**XV. CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS**

The Subrecipient agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FHWA Recipient (through the Subrecipient in the case of a Contractor or subcontractor’s bill-of-lading.); and (c) to include these requirements in all Third-Party Contracts or subcontracts issued pursuant to this Agreement when such a contract may involve the transport of equipment, material, or commodities by ocean vessel.

**XVI. RECYCLED PRODUCTS**

The Subrecipient agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**XVII. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS**

**A.** The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FHWA-assisted project for which this contract

work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

**B.** The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Subrecipient, to the extent the Federal Government deems appropriate.

**C.** The Subrecipient agrees to include the above two clauses in each Third-Party Contract or subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the Contractor or subcontractor who will be subject to the provisions.

## **XVIII. FLY AMERICA**

The Subrecipient agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that Recipients and Subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Subrecipient shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Subrecipient agrees to include the above two clauses in each Third-Party Contract or subcontract financed in whole or in part with Federal assistance provided by FHWA that may involve international air transportation.

## **XIX. TEXTING WHILE DRIVING; DISTRACTED DRIVING**

**A.** As used in this clause, “Driving” means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. The term does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

**B.** “Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

C. Consistent with Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, the Subrecipient should promote policies and initiatives for employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include these provisions in each Third-Party Subcontract involving the project. Such policies and initiative may include:

1. Adopting and enforcing policies that ban text messaging while driving (i) company-owned or –rented vehicles or Government-owned vehicles; or (ii) privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

2. Conducting initiatives in a manner commensurate with the size of the business, such as (i) establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## **XX. REPORTING EXECUTIVE COMPENSATION**

As a first-tier Subrecipient, Subrecipient shall comply with the requirements of 2 CFR Part 170, Appendix A, regarding reporting of executive compensation.

## **XXI. INCORPORATION OF FHWA TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT are incorporated by reference. See, e.g., [https://www.fhwa.dot.gov/cfo/contractor\\_recip/gtandc\\_generaltermsconditions.cfm](https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm).

Anything to the contrary herein notwithstanding, all FHWA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any SFMTA requests which would cause SFMTA to be in violation of the FHWA terms and conditions.

Robert Lim, P.E.  
Project Manager  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 3rd Floor  
San Francisco, CA 94103

Arcadis U.S., Inc.  
10205 Westheimer Road  
Suite 800  
San Francisco  
California 94104  
Tel 401 738 3887  
www.arcadis.com

Subject:  
SFMTA Connected Vision Zero Corridor Proof of Concept – Gift Offering

Date:  
September 23, 2020

Dear Mr. Lim:

Contact:  
Peter Wijsman

As stated in the proposal for the Connected Vision Zero Corridor Proof of Concept (RFQ No. SFMTA-2020-57-FHWA), Arcadis U.S., Inc. recognizes the groundbreaking nature and high visibility of this unique project. Therefore, each member of our team has committed to making significant "in-kind" contributions to ensure proof of concept success and benefit from the experience gained in its implementation.

Phone:  
415 244 2118

In turn, SFMTA will be able to leverage these contributions for FHWA grant reimbursement. The total value of professional services donated by Arcadis U.S., Inc. to SFMTA for the development of this project will be \$94,200 and include project management and contract administration services, data analytics, dashboarding, global best practices and agile project delivery.

Email:  
peter.wijsman@arcadis.com

Our ref:  
30053464

ARCADIS U.S., Inc.

Please do not hesitate to contact me by phone or email may any question arise.

Sincerely,



Peter Wijsman  
Arcadis, U.S., Inc.



Date: September 24, 2020

Robert Lim, P.E.  
Project Manager  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 3rd Floor  
San Francisco, CA 94103

Subject:  
SFMTA Connected Vision Zero Corridor Proof of Concept – Gift Offering

Dear Mr. Lim:

As stated in the proposal for the Connected Vision Zero Corridor Proof of Concept (RFQ No. SFMTA-2020-57-FHWA), Quanergy Systems Inc. recognizes the groundbreaking nature and high visibility of this unique project. Therefore, each member of our team has committed to making significant “in-kind” contributions to ensure proof of concept success and benefit from the experience gained in its implementation.

In turn, SFMTA will be able to leverage these contributions for FHWA grant reimbursement. The total value of professional services donated by Quanergy System Inc. to SFMTA for the development of this project will be \$100,000 and include configuration, calibration and monitoring the health of the system and on site and remote support services.

Please do not hesitate to contact me by phone or email may any question arise.

Sincerely,

Murat Atalay  
Quanergy Systems Inc.  
433 Lakeside Dr, Sunnyvale, CA, 94085



TNL USA Inc.  
913 N. Market Street,  
Suite 300  
Wilmington, DE 19801  
USA

T +1 (302) 487-0440  
E usa@tnlgroup.com  
I www.tchnl.com

Company no. 7506324  
ISO 9001 certified

San Francisco Municipal Transportation Agency  
Attn Robert Lim, P.E.  
Project Manager  
1 South Van Ness Avenue, 3rd Floor  
San Francisco, CA 94103

Subject: SFMTA Connected Vision Zero Corridor Proof of Concept – Gift Offering

Place: Wilmington, DE 19801  
Date: September 24, 2020  
Reference: JWE/20200924


Dear Mr. Lim,

As stated in the proposal for the Connected Vision Zero Corridor Proof of Concept (RFQ No. SFMTA-2020-57-FHWA), TNL USA, Inc. recognizes the groundbreaking nature and high visibility of this unique project. Therefore, each member of our team has committed to making significant "in kind" contributions to ensure proof of concept success and benefit from the experience gained in its implementation.

In turn, SFMTA will be able to leverage these contributions for FHWA grant reimbursement. The total value of professional services donated by TNL USA, Inc. to SFMTA for the development of this project will be \$487,500,- and include software licenses and services in-kind for TNL's Traffic Flow Engine and FlowCube for 10 intersections for the duration of 9 months. These licenses and services are valued at \$ 65,000, per intersection per year, but will be provided in free of charge, making the aforementioned donation.

Please, do not hesitate to contact me by phone or email may any question arise.

Yours sincerely,  
TNL USA, Inc.

  
Jan van der Wal  
CEO

23<sup>rd</sup> September 2020

Mr. Robert Lim, P.E.  
Project Manager  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 3<sup>rd</sup> Floor  
San Francisco, CA 94103

**Subject:: SFMTA Connected Vision Zero Corridor Proof of Concept – Gift Offering**

Dear Mr. Lim:

In reference to the Arcadis proposal for the Connected Vision Zero Corridor Proof of Concept (RFQ No. SFMTA-2020-57-FHWA), Globe Tracker recognizes the groundbreaking nature and high visibility of this unique project. Therefore, our company has committed to making significant “in-kind” contributions to ensure proof of concept success and benefit from the experience gained in its implementation. In turn, SFMTA and Arcadis will be able to leverage these contributions for FHWA grant reimbursement.

The value of professional services donated by Globe Tracker, ApS. to SFMTA for the development of this project also including plus site survey, integration and test will be \$30,000 and include project management and contract administration services, data analytics, dashboarding, global best practices and agile project delivery.

Data consumption and because of the rapid 5 sec interval the monthly fee would be around \$30.00 per month per device, so for 250 devices at 9 months this would be another \$67,500 donation for platform and service,

Finally, we are selling the 250 devices at cost at \$150 per device instead of our normal price of \$250, so once again for 250 devices this would be an additional \$25,000.

The sum total of all donations would be \$122,500.

Please do not hesitate to contact me by phone or email may any question arise.  
Sincerely,

Best Regards,



Richard C Meyers, COO  
[Rich.meyers@globetracker.com](mailto:Rich.meyers@globetracker.com)  
Tel: +1 240 994 3201



Robert Lim, P.E.  
Project Manager  
San Francisco Municipal Transportation Agency  
1 South Van Ness Avenue, 3rd Floor  
San Francisco, CA 94103

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California 94104  
Tel 401 738 3887  
[www.arcadis.com](http://www.arcadis.com)

Subject:  
SFMTA Connected Vision Zero Corridor Proof of Concept – Gift Offering

Date:  
September 23, 2020

Dear Mr. Lim:

Contact:  
Peter Wijsman

As stated in the proposal for the Connected Vision Zero Corridor Proof of Concept (RFQ No. SFMTA-2020-57-FHWA), Arcadis U.S., Inc. recognizes the groundbreaking nature and high visibility of this unique project. Therefore, each member of our team has committed to making significant "in-kind" contributions to ensure proof of concept success and benefit from the experience gained in its implementation.

Phone:  
415 244 2118

Email:  
[peter.wijsman@arcadis.com](mailto:peter.wijsman@arcadis.com)

In turn, SFMTA will be able to leverage these contributions for FHWA grant reimbursement. The total value of professional services donated by Arcadis U.S., Inc. to SFMTA for the development of this project will be \$94,200 and include project management and contract administration services, data analytics, dashboarding, global best practices and agile project delivery.

Our ref:  
30053484

**ARCADIS U.S., Inc.**

Please do not hesitate to contact me by phone or email may any question arise.

Sincerely,



Peter Wijsman  
Arcadis, U.S., Inc.