

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

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Sustainable Streets

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to execute Contract No. SFMTA-2016-49 (Contract), for the administration of the City's Red Light Camera Automated Photo Enforcement Program (Program), between the SFMTA and American Traffic Solutions, Inc. (Contractor) for a contract amount not to exceed \$5,000,000, and an initial contract term of one-year and nine-months, with an option to extend the term for up to an additional two years at the City's sole discretion.


**SUMMARY:**

- The City's Program has been in operation since 1996.
- The Program's existing Red Light Camera Automated Photo Enforcement System uses technology and equipment that has become outdated.
- In April 2015, the SFMTA issued a request for proposals to provide the design for an upgraded, replacement system that uses state-of-the-art system equipment, and assist the SFMTA in the administration of the Program after the replacement system is operational (collectively, Services).
- The SFMTA competitively selected the Contractor to provide the Services in two phases.
- Phase I Services included construction design services to design the replacement system, as well as administrative preparation work needed to lay the foundation for Phase II; the Contractor completed Phase I in July 2017.
- Phase II Services include construction consultation services for the replacement system, leasing to the SFMTA and maintenance of the system equipment for the replacement system, and assistance to the SFMTA with the administration of the Program once the replacement system is operational; the Contractor will perform Phase II Services under the Contract.
- The Contract is funded by the SFMTA's annual Operating Budget.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Contract

**APPROVALS:**

	<b>DATE</b>
DIRECTOR 	8/13/2018
SECRETARY 	8/13/2018

**ASSIGNED SFMTAB CALENDAR DATE:** August 21, 2018

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### **PURPOSE**

Authorizing the Director of Transportation to execute Contract No. SFMTA-2016-49 for the administration of the City's Red Light Camera Automated Photo Enforcement Program between the SFMTA and American Traffic Solutions, Inc. for a contract amount not to exceed \$5,000,000, and an initial contract term of one-year and nine-months, with an option to extend the term for up to an additional two years at the City's sole discretion.

### **STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

The SFMTA will further the following goal of the Strategic Plan through execution of the Contract.

Goal 1: Create a safer transportation experience for everyone.

Objective 1.1: Achieve Vision Zero by eliminating all traffic deaths.

The SFMTA will further the following Transit First Policy Principle through execution of the Contract.

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.

### **DESCRIPTION**

#### Red Light Camera Automated Photo Enforcement Program

In 1996, the City and County of San Francisco was one of the first cities in the United States to implement a program to enforce red-light running using automated cameras at street intersections. Since then, the City has operated its Red Light Camera Automated Photo Enforcement Program (Program) to photograph and issue citations to vehicles that illegally enter red-light camera-enforced intersections after the start of the red-signal phase. At the height of the Program in 2013, there were 47 enforced approaches at 26 intersections. There are currently 32 enforced approaches at 20 intersections.

The Program has proven to be a valuable tool in reducing red-light related collisions by up to 40% at enforced intersections. In addition, the Program has generated a "spill-over" effect of reducing red light collisions at neighboring intersections, which may not be red-light camera enforced.

#### Replacement of Existing Red Light Camera Automated Photo Enforcement System

The Program's existing Red Light Camera Automated Photo Enforcement System uses

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technology and equipment that is outdated and will likely become obsolete soon. On April 14, 2015, the SFMTA issued a request for proposals to design an upgraded, replacement system that uses state-of-the-art system equipment, and assist the SFMTA in the administration of the Program after the replacement system is operational. The SFMTA competitively selected the Contractor as the successful proposer.

To account for an expected lapse in Contactor's services – necessary for the City to build out under a separate contract the Contractor's design for the replacement system – the SFMTA split the Contractor's services in two phases.

#### Phase I

The Contractor performed Phase I under Contract No. SFMTA-2015-13, which the Director of Transportation executed on May 1, 2016. Phase I consisted of construction design services to design the replacement system, as well as administrative preparation work needed to lay the foundation for Phase II.

The contract amount for Phase I was \$71,520, and the contract term was initially one year. The SFMTA amended the Phase I contract on April 2017 to extend the term 90 days, so the Contractor could finalize the design documents for the replacement system.

In July 2017, the Contractor completed design for the replacement system, and, in November 2017, San Francisco Public Works awarded a separate contract to Bay Area Lightworks, Inc. (Construction Contractor) to construct the infrastructure to support, and install, the new system.

#### Phase II

The Contractor will perform Phase II under Contract No. SFMTA-2016-49, for which the SFMTA seeks authorization under this calendar item. Under Phase II, the Contractor will: furnish to the Construction Contractor the system equipment for the replacement system; provide construction consultation services while the Construction Contractor constructs the infrastructure to support, and installs, the new system; lease to the SFMTA and maintain the system equipment for the replacement system; and assist the SFMTA with the administration of the Program once the replacement system is operational.

Phase II will start when the Construction Contractor commences construction for the replacement system. The Construction Contractor has indicated construction will commence in September 2018.

The Contract for Phase II includes the following key terms:

- Contract not-to-exceed amount: \$5,000,000;
- Contract term: up to three years and nine months, consisting of an initial one-year and nine-month term, with an option to extend for up to an additional two years, at the

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SFMTA’s sole discretion;

- Number of camera-enforced intersection: 19 enforced approaches at 13 intersections;
- System equipment: Includes state-of-the-art digital and radar technology to capture photographs and videos of red-light and illegal turn violations;
- Equipment Lease Attachment, Appendix E: Provides that the SFMTA will lease system equipment from the Contractor for the duration of the Contract;
- The Local Business Entity (LBE) subcontracting participation requirement: 15%.

**STAKEHOLDER ENGAGEMENT**

No outreach was necessary for this contract. The SFMTA will post in the newspaper a public notice to notify the public of the upgraded automated enforcement system prior to commencing the issuance of citations. Warning notices will be mailed to alleged violators for 30 days at each enforced approach prior to the issuance of citations.

**ALTERNATIVES CONSIDERED**

The Contract includes an option for the SFMTA to self-administer Program. Under this option, the Contractor could lease software and system equipment, provide training, and consultation and software development services to the SFMTA at the following costs:

- Software license lease per month \$400/month per Approach
- Training per hour \$80
- Consultation services per hour \$80
- Software development services per hour \$150
- System equipment lease \$926/month per Approach

This option is not the preferred way to proceed because the SFMTA lacks the staffing resources and technical knowledge to provide administrative and operational support for the Program.

**FUNDING IMPACT**

This contract is funded by the SFMTA’s annual Operating Budget.

Monthly program administrative and operational costs for the initial contract term will be as follows:

- Construction consultation services \$728.95 per approach x 19 approaches = \$13,850
- System equipment lease \$17,594 (\$926 per approach x 19 approaches) x 45 months = \$791,730
- Program administration \$48,904 (\$2,573.89 per approach x 19 approaches) x 45 months = \$2,200,680

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The SFMTA estimates it will expend additional \$1,993,740 in operating funds for maintenance and repairs of the replacement system over the initial contract term. These funds will be budgeted annually in the SFMTA's Sustainable Streets Division budget. The source of funds is red light camera citation revenues.

**ENVIRONMENTAL REVIEW**

On July 18, 2018, the SFMTA, under authority delegated by the Planning Department, determined that the Contract is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

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

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

Approval was obtained when the Civil Service Commission approved Contract number 48177-14-15 on July 31, 2015 and when the Department of Human Resources approved the modification of Contract number 484177-14-15 on November 13, 2017.

The City Attorney has reviewed this report.

**RECOMMENDATION**

Staff requests authorization for the Director of Transportation to execute Contract No. SFMTA-2016-49 Red Light Camera Automated Photo Enforcement Program, between the SFMTA and American Traffic Solutions, Inc. for a contract amount not to exceed \$5,000,000, and an initial contract term of one-year and nine-months, with an option to extend the term for up to an additional two years at the City's sole discretion.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, The SFMTA began the Red Light Camera Automated Photo Enforcement Program (Program) in collaboration with the San Francisco Police Department in 1996, to reduce the number of collisions, property damage, physical injuries, and deaths caused by red-light running; and,

WHEREAS, Collision data shows that the number of collisions involving injuries decreased 10 percent City-wide, and the total number of injuries decreased 15 percent in the five years after the Program began, as compared to the five years before the Program; and,

WHEREAS, The Program's existing Red Light Camera Automated Photo Enforcement System uses technology and equipment that is outdated; and,

WHEREAS, On April 14, 2015, the SFMTA issued a request for proposals to design an upgraded replacement system to capture red-light and illegal turn violations at 19 enforced approaches at 13 intersections, provide construction consultation services, lease and maintain system equipment, and support the SFMTA's administration of the Program (collectively, Services); and,

WHEREAS, American Traffic Solutions, Inc. was selected as the highest-ranked proposer to perform these Services; and,

WHEREAS, On July 18, 2018, the SFMTA, under authority delegated by the Planning Department, determined that the Contract is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

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

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract No. SFMTA-2016-49 for the administration of the City's Red Light Camera Automated Photo Enforcement Program, between the SFMTA and American Traffic Solutions, Inc., for a contract amount not to exceed \$5,000,000, and an initial contract term of one-year and nine-months, with an option to extend the term for up to an additional two years at the City's sole discretion.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of August 21, 2018.

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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., 7th Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and  
American Traffic Solutions, Inc.**



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Appendix B	Calculation of Charges
Appendix C	Sample Court Evidence Package
Appendix D	System Requirements and Technical Specifications
Appendix E	Equipment Lease Attachment
Appendix F	Additional City Requirements
Appendix G	Form of Business Rules Questionnaire

**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  
American Traffic Solutions, Inc.  
Contract No. SFMTA-2016-49**

This Agreement, dated as of August 21, 2018, in the City and County of San Francisco, State of California, by and between American Traffic Solutions, Inc., a corporation duly organized and existing under the laws of Kansas, doing business as Verra Mobility (Contractor) and the City and County of San Francisco (City), acting by and through its Municipal Transportation Agency (SFMTA). (Contractor and the SFMTA, collectively the Parties.)

**Recitals**

**A.** In accordance with state law, the SFMTA wishes to utilize the City's Automated Photo Enforcement System to identify and issue Citations to motorists that commit Violations at certain City-street intersections. (Citation(s) and Violation(s), both terms defined in Article 1, below.)

**B.** On April 14, 2015, under authority of San Francisco Administrative Code Chapter 21.1, the SFMTA issued a request for proposals to upgrade and administer the System (RFP), pursuant to which the SFMTA competitively selected Contractor, the highest-qualified proposer, to perform the services over a two-phased contract.

**C.** The services for Phase I included preparation of construction-ready plans, specifications, and engineer's estimates to install the System Equipment (System Equipment defined in Article 1, below), which services Contractor performed under Contract No. SFMTA-2015-13.

**D.** The services for Phase II include furnishing of System Equipment to City's Construction Contractor, construction consultation, leasing of digital System Equipment, maintenance of System Equipment, and program administration (collectively, the Services), which Contractor will perform under this Agreement.

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

**F.** The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 15 %.

**G.** Approval for this Agreement was obtained when the Civil Service Commission approved Contract No. 48177-14/15 on August 17, 2015.

Now, THEREFORE, the Parties agree as follows:

## **Article 1      Definitions**

The following definitions apply to this Agreement:

- 1.1      “Agreement”** means this contract document, including all attached appendices, and applicable City Ordinances and Mandatory City Requirements that are specifically incorporated into this Agreement by reference as provided herein.
- 1.2      “Alleged Violator”** means the driver of the vehicle that has committed an alleged Violation.
- 1.3      “Approach”** means a group of traffic lanes at an intersection that is enforced by the System, and the System Equipment used to enforce that approach.
- 1.4      “Automated Photo Enforcement Program”** means the City’s automated photo enforcement program.
- 1.5      “Business Day”** means days on which the SFMTA is officially open for business, except Saturdays, Sundays, and official holidays observed by the City and County of San Francisco.
- 1.6      “Business Rules”** means the policies that define when and how a Citation can be issued, as set forth in Appendix A, Section 3.A together with the Business Rules Questionnaire to be completed by SFMTA and delivered to Contractor in substantially the form set forth as Appendix G.
- 1.7      “Camera Unit”** means the camera, computer, and flash unit used for automated photo enforcement.
- 1.8      “CCO”** means SFMTA Contract Compliance Office.
- 1.9      “Change Order”** means the written instrument the SFMTA and Contractor execute to document their agreement on changes to the Services.
- 1.10     “Change Order Notice”** means the document describing the proposed changes to the scope of Services requested by the SFMTA.
- 1.11     “Change Order Proposal”** means the proposal prepared by the Contractor in response to the SFMTA’s Change Order request.
- 1.12     “Citation or Notice to Appear”** means the document detailing Violations captured by the System (see Appendix A), including, but not limited to, the California Judicial Council approved Citation form and no less than four (4) Images of the violation: one full view of the vehicle entering the intersection illegally, one full view of the vehicle in the center of the

intersection in violation, one enlargement of the license plate, and one enlargement of the driver's face.

**1.13** “**City**” or “**the City**” means the City and County of San Francisco, a municipal corporation.

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

**1.15** “**Construction Contractor**” means the City’s construction contractor, with which the City has entered into a separate contract to install the System Equipment and perform related construction work.

**1.16** “**Construction Consultation**” means the service the Contractor will provide during the construction phase in which the Contractor’s qualified personnel will be present on site for key milestones, available to troubleshoot issues as they arise, answer questions about design and installation details, and will fully inspect and test the equipment after it is installed.

**1.17** “**Construction Design Plans**” means the detailed design plans prepared by Contractor under Phase I and included in SF Public Works Contract No. 1000005983 for the installation of the System Equipment.

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

**1.19** “**Contractor Project Manager**” means Contractor’s designated personnel serving as the SFMTA’s main point-of-contact for all day to day operational matters relating to the Automated Photo Enforcement Program.

**1.20** “**Contractor**” or “**Consultant**” means Verra Mobility, with principal offices located at 1150 N. Alma School Road, Mesa, AZ 85201.

**1.21** “**Contractor's Proposal**” means Contractor’s response to Request for Proposals, dated June 18, 2015 and incorporated by reference into this Agreement as though fully set forth herein.

**1.22** “**Court Evidence Package**” means the series of documents related to a particular alleged Violation prepared by the Contractor and sent to the SFPD upon request. See Appendix A, Section 3.A(vii).

**1.23** “**Day**” means calendar day unless otherwise expressly specified.

**1.24** “**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.

**1.25** “**Effective Date**” means the date on which Contractor can begin work under this Agreement, as indicated in the Notice to Proceed, which date shall not be earlier than the date

upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

**1.26 “Events”** means all vehicle movements that trigger the System, both Violations and non-Violations.

**1.27 “Field Technical Service and Inspection Log”** means the log produced after routine inspection and testing of the System Equipment is completed at each Approach to verify System Equipment is working properly.

**1.28 “Image Analysis”** means the human review of Images to determine if an Event meets the Business Rules and should be transferred to the SFPD for review and determination as to whether or not a Violation occurred.

**1.29 “Image”** means the digital photograph or digital video recording captured by the System Equipment.

**1.30 “Image Processing Unit”** means the computer, hub, or other unit that controls the camera, flash, detection device, key pad, and associated electronics. This unit may control one camera or several cameras.

**1.31 “Indemnitee(s)”** shall have the meaning set forth in Section 5.2.

**1.32 “Lease”** means the agreement between the SFMTA and the Contractor by which the Contractor shall lease the System Equipment to the SFMTA.

**1.33 “Lease Fees”** means the monthly fee paid to Contractor by the SFMTA for the lease of the System Equipment.

**1.34 “Maintenance”** means the work required to maintain the quality, reliability, and accuracy of the System Equipment, including periodic service and any adjustments or repairs made to System Equipment.

**1.35 “Malfunction”** means any malfunction, operational error, damage, or other error or problem with the System or System Equipment.

**1.36 “Malfunction Notice”** means a written notice that describes the time and date of discovery of the Malfunction, location and nature of the Malfunction, and any other relevant information related to the Malfunction.

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

**1.38 “Monthly Status Report”** means the report prepared by the Contractor on a monthly basis detailing any Malfunctions, third-party damages, or other reasons affecting operation of the System and the number of days not in service because of those reasons at each Approach.

**1.39 “Monthly Viewing Report”** means the report prepared by the Contractor on a monthly basis detailing the number of events detected, Violations, and Citations issued at each Approach.

**1.40 “Notice to Proceed”** means the letter the SFMTA issues to Contractor indicating the Effective Date and end date of the term of this Agreement.

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

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

**1.43 “Red Phase”** means the portion of the traffic signal light sequence when a red signal indication is displayed.

**1.44 “Request for Proposals” or “RFP”** means the Request for Proposals issued by the City on April 14, 2015, and incorporated by reference into this Agreement as though fully set forth herein.

**1.45 “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.

**1.46 “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.

**1.47 “SFMTA Program Manager”** means the SFMTA Program Manager responsible for direction and coordination of Automated Photo Enforcement Program.

**1.48 “SFPD”** means the San Francisco Police Department.

**1.49 “System”** means the complete automated photo enforcement system including, but not limited to, camera units and system equipment, complete design and installation, maintenance and servicing, image analysis, Notice to Appear (Citation) processing, system management software, citation processing by Contractor, and establishing and maintaining working relationships with all participating City agencies and departments relating to the Automated Photo Enforcement Program.

**1.50 “System Equipment”** means the equipment that includes, but is not limited to, proprietary cameras, computers, flash units, housing, poles, auxiliary flashes, conduits, image analysis units, pull boxes, wiring, and vehicle detection equipment.

**1.51 “Third Party Damage”** means damage caused by a party other than the City, its agents, employees, officers, contractors or Contractor.



**1.52 “Traffic Signal Controller”** means the signal controller, controller interface, control boxes, loops and detectors which are separate from the System Equipment whose primary function is the safe and orderly movement of traffic through an intersection by alternating right-of-way between intersecting streets.

**1.53 “Vehicle Detection”** means inductive wire loops, wireless in-pavement sensors, radar sensors, or any other type of detection used to detect vehicles.

**1.54 “Violation”** means the red light or other moving violation, such as an illegal turn, captured by the System.

**1.55 “Violation Data”** means all Images and data associated with a Violation.

**1.56 “Warning Period/Grace Period”** means the 30-day period immediately following the date of installation of a fully operational enforcement System when warning notices are issued instead of Citations.

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

**2.1** The term of this Agreement shall commence on the Effective Date, and shall expire one year and nine months from the Effective Date, as set forth in the Notice to Proceed, unless earlier terminated as otherwise provided herein.

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

## **Article 3 Financial Matters**

**3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller in the form of a Purchase Order, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability, or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability, or expense of any kind to the City 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 of Agreement.** In no event shall the amount of this Agreement exceed FIVE MILLION DOLLARS (\$5,000,000). Appendix B (Calculation of Charges) sets forth the charges Contractor is authorized to invoice to the SFMTA for performing the Services. Appendix B breaks down these authorized charges by category of Services as follows: program administration, estimated third-party damage repairs, construction consultation, and system equipment leases.

**3.3.2 Payment.** Unless provided otherwise in Appendix B, Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month. The City shall pay Contractor for Services identified in the invoice that the SFMTA's designee, in their sole discretion, determines have been satisfactorily performed. The City shall pay Contractor within 30 Days of receipt of the invoice, unless the City notifies Contractor that a dispute as to the invoice exists. In no event shall the 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 Deliverables furnished, as complying with all the requirements of this Agreement. The City's payments to Contractor for Services performed shall not excuse Contractor from its obligation to replace Deliverables, including equipment, components, materials, or Services that do not comply with the requirements of this Agreement, even if the City does not detect or discover the non-compliance at the time such payments were made. The City may at any time reject Deliverables, equipment, components, materials, and Services that do not comply with the requirements of this Agreement, in which case Contractor shall replace such rejected Deliverables, equipment, components, materials, and Services without delay and at no additional 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 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 Controller and City, and must include a unique invoice

number. Payment shall be made by City to Contractor at the electronic address specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.6 LBE Payment.** Contractor must submit all required CMD payment forms to enable CCO to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three Business Days after receiving payment from SFMTA, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment forms. Contractor's failure to submit all required CMD payment forms with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required CMD payment forms are provided. Following SFMTA's payment of an invoice, Contractor has 10 Days to submit a CMD Form 9 Payment Affidavit verifying its payments to LBE subcontractors.

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

(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.

**3.4 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 Contractor's performance of the Services. Upon reasonable advance written notice, Contractor shall 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, subject to Section 13.1.3. 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 3.4. 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 section 21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.6 Payment of Prevailing Wages.**

**3.6.1 Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Section 6.22(e) (Prevailing Wages) of the Administrative Code (collectively, “Covered Services”). The provisions of Section 6.22(e) of the Administrative Code are incorporated as provisions of this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors.

**3.6.2 Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the Office of Labor Standards and Enforcement (OLSE) and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

**3.6.3 Subcontract Requirements.** As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

**3.6.4 Posted Notices.** As required by Section 1771.4 of the California Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations (DIR) at all job sites where Covered Services are to be performed.

**3.6.5 Payroll Records.** As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the California Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

**3.6.6 Certified Payrolls.** Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City and to the DIR electronically. Contractor shall submit payrolls to the City via the reporting system selected by the City. The DIR will specify how to submit certified payrolls to it. The City will provide basic training in the use of the reporting system at a scheduled training session. Contractor and all subcontractors that will perform Covered Services must attend the training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

**3.6.7 Compliance Monitoring.** Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the OLSE. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the OLSE and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code. Steps and actions include but are not limited to requirements that: (A) the Contractor will cooperate fully with the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the Prevailing Wage requirements and other labor standards imposed on Public Works Contractor by the Charter and Chapter 6 of the San Francisco Administrative Code; (B) the Contractor agrees that the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, employee time sheets, inspection logs, payroll records and employee paychecks; (C) the contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site; (D) the Contractor shall prominently post at each job-site a sign informing employees that the project is subject to the City's Prevailing Wage

requirements and that these requirements are enforced by the Labor Standards Enforcement Officer; and (E) that the Labor Standards Enforcement Officer may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Prevailing Wage and other labor standards imposed by the Charter and this Chapter on Public Works Contractors. Failure to comply with these requirements may result in penalties and forfeitures consistent with analogous provisions of the California Labor Code, including Section 1776(g), as amended from time to time.

**3.6.8 Remedies.** Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or California Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture.

#### **Article 4 Services and Resources**

**4.1 Services Contractor Agrees to Perform.** Contractor agrees to perform the Services described in Appendix A (Scope of Services). Officers and employees of the City are not authorized to request, and the City is not required to pay Contractor for, services beyond the Services described in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

**4.2 Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of and in the employment of Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor shall comply with the City's reasonable requests to assign, re-assign, or remove personnel, but all personnel, including those assigned at City's request, shall be supervised by Contractor. Contractor shall commit adequate resources to allow timely performance of the Services within the timelines set forth in this Agreement.

#### **4.3 Subcontracting.**

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

**4.3.2** City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Urban Design Consulting Engineers  
350 Townsend St., Suite 409  
San Francisco, CA 94107

Direct Mail Center  
1099 Mariposa Street  
San Francisco, CA 94107  
415-252-1600 ext 101

Bay Area Lightworks  
1460 Yosemite Ave  
San Francisco, CA 94124  
415-822-2336

Qualfon Data Services Group, LLC  
77 Mack Walters Rd Suite 200  
Shelbyville, Kentucky 40065

#### **4.4 Independent Contractor; Payment of Employment Taxes and Other Expenses.**

**4.4.1 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 the City under this Agreement. Contractor, its agents, and employees shall 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 the City, nor be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any retirement, health or other benefits that the 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 the 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 the City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from the 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. The City does not retain the right to control the means or the methods by which Contractor performs work under this Agreement. Notwithstanding the foregoing, Contractor shall act as a limited agent of the SFMTA for purposes of (i) accessing to DMV records; and (ii) generating and administratively processing recorded Images of Events as described in this Agreement and the Business Rules. Contractor agrees to maintain and make available to the City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should the City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, the 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 the City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, the City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** If the City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine 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 taxes due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). The City shall then forward those amounts to the relevant taxing authority. If a relevant taxing authority determines 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 the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of the City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless the 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.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character, and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by the City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

**4.6 Warranty.** Contractor warrants to the 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 the Services performed are correct and appropriate for the purposes contemplated in this Agreement.

#### **4.7 Liquidated Damages.**

**4.7.1** Contractor acknowledges that Contractor's failure to perform certain obligations under this Agreement, within the respective time limits imposed, will cause the City to incur costs and inconvenience not contemplated under this Agreement, that this cost and inconvenience will constitute damages to the City, the SFMTA, and the public, and that the exact amount of these damages will be extremely difficult or impractical to fix. The Parties agree that the amounts described below as liquidated damages are not penalties, that these amounts represent a fair and reasonable estimate of the damages the City will incur for the failures described, and that these amounts are fair compensation to the City for its losses.

(a) For each day Contractor fails to correct a Malfunction within the earlier of 72 hours of Contractor's discovery of the Malfunction or receipt of a Malfunction Notice, and where such failure results in loss or non-collection of Violation Data, Contractor agrees to pay the SFMTA liquidated damages in the amount of 1/30th of Contractor's monthly charges for the applicable System Equipment. Contractor's monthly charges for the applicable System Equipment include the Monthly Total for Program Administration Charges shown in Column B of Appendix B, Exhibit 1 plus the Monthly Total for System Equipment Lease Charges shown in Column C of Appendix B, Exhibit 4.

(b) For each failure to timely deliver to the SFPD a Court Evidence Package by the applicable time limit set forth in Appendix A, Section 3.A(vii) that results in the dismissal of the corresponding case, Contractor agrees to pay the SFMTA liquidated damages in the amount of \$170.

**4.7.2** The SFMTA may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor.

**4.8 Bonding Requirements.** Contractor is required to furnish a performance bond in a form acceptable to the City, in a sum of not less than one million dollars (\$1,000,000) to guarantee the faithful performance of this contract.

### **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 shall 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 and \$2,000,000 general aggregate 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 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 each occurrence and each loss, and \$2,000,000 general aggregate. 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) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$5,000,000 per claim and \$5,000,000 general aggregate. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form. Excess or umbrella coverage may be used to comply with this requirement.

**5.1.2** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) 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.

**5.1.3** All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason or intended non-renewal, and ten days' written notice for non-payment of premium. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page. Contractor shall provide 30 days' written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.

**5.1.4** 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.

**5.1.5** 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.

**5.1.6** 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.

**5.1.7** Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

**5.1.8** 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.

**5.1.9** 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 the City and its officers, agents, and employees ("Indemnitee(s)") 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; (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 Liabilities (as set forth in subsections (i) – (v) above) arise directly or indirectly from Contractor's performance of the Services described in Appendix A to Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by the 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 Liabilities are the result of the active negligence or willful misconduct of the 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 Contractor's performance under this Agreement shall operate to limit Contractor's liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liabilities. Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

**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.** THE 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 THE 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.** The 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.** The City and Contractor waive claims against each other for incidental and consequential damages that arise out of or relate to this Agreement.

## **Article 7      Payment of Taxes**

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

**7.2**      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.

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

**8.1.1** The 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. The City shall exercise this option by giving Contractor written notice no less than 30 days in advance of termination. The notice shall specify the date on which termination shall become effective.

**8.1.2** Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the City and to minimize the liability of Contractor and the City to third parties as a result of the termination. All such actions shall be subject to the prior approval of the 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 the 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** In addition to the invoice reflecting the fee as provided in Appendix B for the Services performed under this Agreement, 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 additional SFMTA-authorized services performed prior to the specified termination date, for which such 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 such additional 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 additional 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, if such materials had previously been paid for by the SFMTA, amounts realized from the sale of materials and not otherwise recovered by or credited to the SFMTA, and any other appropriate credits to the SFMTA against the cost of the Services or other work.

**8.1.4** In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the SFMTA, except for those costs specifically 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** 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 Section 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

**8.1.6** The City's payment obligation under this Section shall survive termination of this Agreement.

**8.2 Termination for Default; Remedies.**

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

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

- 3.5 Submitting False Claims
- 4.5 Assignment
- Article 5 Insurance and Indemnity
- Article 7 Payment of Taxes
- 10.10 Alcohol and Drug-Free Workplace
- 11.10 Compliance with Laws
- 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 continues for a period of ten days after written notice thereof from the SFMTA to Contractor.

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

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

**8.2.2** On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of



Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs, or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

**8.2.4** Any notice of default must be sent 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** 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
- 3.4 Audit and Inspection of Records
- 3.5 Submitting False Claims
- Article 5 Insurance and Indemnity
- 6.1 Liability of City
- 6.3 Liability for Incidental and Consequential Damages
- Article 7 Payment of Taxes
- 8.1.6 Payment Obligations
- 8.4.3 Wind Down
- 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** Subject to the survival of the sections and articles 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.

**8.4.3 Wind Down**

Upon termination of this Agreement, including because it has reached the end of its term, the Parties shall take the following actions:

- (a) SFMTA shall cease using the Axis System™ to capture Events.
- (b) SFMTA shall return or allow ATS to recover all provided equipment within a reasonable time not to exceed 90 days.
- (c) Within 120 days of termination of the Agreement, ATS shall provide SFMTA all evidence package data and information for all Violations then maintained in the Axis System™ on behalf of the SFMTA. The information shall be delivered in the standard ATS format to the SFMTA on removable media. Upon delivery of said evidence package data and information the SFMTA agrees that ATS is no longer under any obligation to maintain evidence package data or information and that any public records request for such information shall be responded to exclusively by SFMTA, as SFMTA will be the custodian of records for any and all Violations and related evidence package data and information.

**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 the Services, Contractor or its subcontractors create 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 subcontractors 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 subcontractors. With City's prior written approval, Contractor and its subcontractors may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

## **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 it does not know of any fact that 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 Reserved.**

**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 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 15% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

**10.7 Minimum Compensation Ordinance.** Contractor shall pay Covered Employees (as such term is defined in San Francisco Administrative Code Chapter 12P) 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 it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

**10.10 Alcohol and Drug-Free Workplace.** The 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. The City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with 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, or for a grant, loan or loan guarantee, from making any campaign

contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**10.12 Reserved (Slavery Era Disclosure).**

**10.13 Reserved (Working with Minors).**

**10.14 Consideration of Criminal History in Hiring and Employment Decisions**

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

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

**10.15 Reserved (Public Access to Nonprofit Records and Meetings).**

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

**10.17 Reserved (Sugar-Sweetened Beverage Prohibition).**

**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: Monica Giese, Program Manager  
SFMTA Sustainable Streets  
One South Van Ness Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94103-5417  
Email: monica.giese@sfmta.com

To Contractor: Elizabeth Caracciolo, Executive Vice President  
Verra Mobility  
1150 N. Alma School Road  
Mesa, AZ 85201  
Email: liz.caracciolo@atsol.com

With a copy to:

Verra Mobility  
1150 N. Alma School Road  
Mesa, AZ 85201  
ATTN: Legal Department

Any notice of default must be sent by either registered mail or an overnight delivery service. 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 Reserved.**

**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 section 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 Change Order (See Change Order process in Appendix A, Section 4). Changer Orders shall be 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 21.35, 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 Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

**11.10 Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances, and duly adopted rules and regulations, 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 in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated June 18, 2015. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. In the case of a conflict between the terms of the Business Rules Questionnaire and the terms in Appendix A, Section 3.A (Business Rules), the terms of the Business Rules Questionnaire shall control.

## **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 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 ten or more people.

**12.1.2** By entering into this Agreement, Contractor agrees that if 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** If this Agreement requires the 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** 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.

**13.1.3** No information given by Contractor to City will be of a confidential nature, unless Contractor specifically designates in writing the information as proprietary and confidential, and provides in writing the legal basis why said information would be exempt from disclosure under applicable public records laws. If Contractor discloses its proprietary or confidential information to City, City will hold such information in confidence, except to the extent disclosure is required by law and provided City gives Contractor notice of such requirement prior to any such disclosure and takes reasonable steps to enable and permit Contractor to seek a protective order or take other protective action.

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

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

## **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>Edward D. Reiskin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Isidro A. Jiménez Deputy City Attorney</p>	<p><b>American Traffic Solutions, Inc. dba Verra Mobility</b></p> <hr/> <p>Elizabeth Caracciolo Executive Vice President 1150 N. Alma School Road Mesa, AZ 85201</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 vendor number: <b>82130</b></p>

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**Appendices**

- A Scope of Services
- B Calculation of Charges
- C Sample Court Evidence Package
- D System Requirements for Supplied Equipment and Technical Specifications
- E Equipment Lease Attachment
- F Additional City Requirements
- G Form Business Rules Questionnaire

## Appendix A

### SCOPE OF SERVICES

A. This Appendix A sets forth the scope of services (“Services”) Contractor shall perform for Phase II of the upgrade to the City’s Automated Photo Enforcement System (“System”). The System means the Camera Units, other System Equipment, and all other equipment, software, and processes that comprise and allow the proper functioning and administration of the Automated Photo Enforcement Program. Phase I consisted of construction design services to design the new System, as well as administrative preparation work needed to lay the foundation for Phase II.

B. In accordance with state and local law, the Program’s primary objective is to reduce collisions at signalized intersections resulting from red light violations, illegal turns, and other moving violations (“Violations”). The upgraded system will cover 19 approaches at 13 street intersections within the City (“Approaches”) (see Section 2.A., below). The SFMTA, however, does not at any time during the term of this Agreement guarantee Contractor a specific number of Approaches or volume of work. The SFMTA reserves the right to increase or reduce the number of Approaches according to its needs.

C. The Services fall into three broad categories, as follows: System construction; System maintenance; and program administration. Each category is described in detail below.

D. In performing the Services Contractor shall work with other City agencies, as needed, including (but not limited to) the SFMTA, San Francisco Police Department (“SFPD”), Department of Public Works (“DPW”), City Attorney’s Office (“City Attorney”), Superior Court of California/County of San Francisco (“Court”), and Department of Public Health (“DPH”).

E. Capitalized terms used, but not defined in the Appendix A, shall have the meaning given to those terms in Article 1 of the Agreement.

#### 1. SYSTEM CONSTRUCTION

##### A. Construction Consultation

(i) Construction Contractor will install and perform construction work necessary for all System Equipment, except for System Equipment Contractor installs under Public Works Contract No. 1000005983.

(ii) Contractor shall provide construction consultation services to Construction Contractor. Contractor shall perform construction consultation services for the duration of the System’s construction phase and to the satisfaction of the SFMTA.

(iii) Contractor shall have qualified personnel present on site for key construction milestones, and available to the SFMTA to answer questions about design and installation details, and to troubleshoot issues as they arise. Key construction milestones include, but are not limited to the following:

- (a) Pre-construction meeting.
- (b) Laying out location of poles and conduit (“white lining”).
- (c) Identifying location of underground utilities through the Underground Service Alert (USA).
- (d) Underground construction, including boring, trenching and placement of conduit.

- (e) Foundation and pole placement.
- (f) Wiring.
- (g) Equipment mounting.
- (h) Equipment testing.
- (i) Equipment turn on.

(iv) Contractor shall support Construction Contractor as provided for in this Agreement in its installation of System Equipment in accordance with SFMTA-approved designs.

(v) Contractor shall test all System Equipment in accordance with manufacturer's recommendations and best practices, and ensure System Equipment captures violations when they occur and produces clear Images. As part of this testing, Contractor shall provide to the SFMTA, for the SFMTA's review and approval of image quality, sample violation photographs from each Approach tested.

**B. Supply of System Equipment**

(i) Contractor shall furnish and have delivered to Construction Contractor System Equipment, unless the City agrees to another location for delivery. Contractor shall coordinate delivery with Construction Contractor.

(ii) Contractor shall furnish System Equipment identified in Appendix D – System Requirements for Equipment and Technical Specifications, which shall meet or exceed each of the requirements listed therein.

(iii) As specified in Appendix E – Equipment Lease Attachment, the cost to deliver the System Equipment is the responsibility of the Contractor. The SFMTA will pay a monthly fee to lease the System Equipment as set forth in Appendix B, Exhibit 4 – Supply of System Equipment Lease Fees.

**C. Plans and Drawings**

(i) Construction Design Plans. During Phase 1, Contractor prepared the Construction Design Plans, which have been incorporated into Public Works Contract No. 1000005983. Any additional design plans the City requests the Contractor to produce under this Agreement shall be prepared by a California-registered civil or electrical engineer, and shall be subject to the City's plan check, permitting, and inspection procedures.

(ii) As-Built Plans.

(a) The SFMTA will furnish to Contractor as-built plans of the System upon completion of the System's construction.

(b) Contractor shall maintain the as-built plans thereafter, and shall update the as-built plans to reflect accurately all subsequent modifications, upgrades, or adjustments to the System; Contractor's engineer of record shall date and stamp updates to the as-built plans to reflect subsequent modifications, upgrades, and adjustments to the System.

(c) Contractor shall keep in its offices up-to-date as-built plans, and shall provide copies of all as-built plans, as updated, to the SFMTA. The SFMTA will keep the copies in the SFMTA Engineering offices.

(d) For Approaches with two sets of vehicle-detection equipment (i.e., one set for traffic control and one set for photo enforcement), Contractor shall maintain and update all as-built plans to easily and accurately identify the System's operational detection

equipment. Abandoned loops shall be intentionally cut on two sides so it is clear that the loops have been abandoned, and to eliminate the possibility of loop-to-loop crosstalk.

## 2. SYSTEM MAINTENANCE

Contractor's compensation for maintenance of the System and System Equipment shall be in accordance with the itemized monthly cost breakdown contained in Appendix B, Exhibit 1 – Program Administration.

### A. Approaches

(i) For the term of this Agreement and under the SFMTA's direction, Contractor shall maintain the System and System Equipment at the following Approaches:

- (1) 4th St SB at Harrison St
- (2) 6th St SB at Bryant St
- (3) 6th St SB at Folsom St
- (4) 8th St SB at Folsom St
- (5) 19th Ave NB at Sloat Blvd
- (6) 19th Ave SB at Sloat Blvd
- (7) Bryant St EB at 6th St
- (8) Divisadero St NB at Bush St
- (9) Fell St WB at Masonic Ave
- (10) Harrison St WB at 4th St
- (11) Hayes St WB at Polk St
- (12) Market St EB at Octavia Blvd
- (13) Oak St EB at Octavia Blvd
- (14) Oak St EB right turn lanes at Octavia Blvd
- (15) Octavia Blvd NB at Oak St
- (16) Park Presidio Blvd SB at Lake St
- (17) Polk St SB at Hayes St
- (18) So. Van Ness Ave NB at 14th St
- (19) Van Ness Ave SB left turn lanes at Broadway

(ii) Under the SFMTA's direction and immediately upon Construction Contractor's completion of each Approach, Contractor shall commence to administer and maintain each Approach, in accordance with Appendix D – System Requirements for Equipment and Technical Specifications.

### B. No Modifications to System Allowed

(i) Contractor shall not modify, remove, or relocate any part of the System or System Equipment without the SFMTA's prior, written approval; provided however, Contractor may upgrade System as part of regularly scheduled upgrades or as required.

(ii) Prohibited modifications, removals, and relocations apply to, but are not limited to, vehicle detection equipment, cameras, flashes, software, poles, or any part of the System that could affect the accuracy and reliability of the enforcement of Violations under this Agreement.

### C. Maintenance and Servicing

#### (i) Field Maintenance

(a) During the term of this Agreement, Contractor shall be solely responsible for the day-to-day field maintenance of the System and all System Equipment; specific field maintenance tasks include, but are not limited to, those set forth below.

(b) Before commencing field maintenance tasks, Contractor shall submit to the SFMTA, for the SFMTA's approval, a Field Technical Service and Inspection Log. Upon receiving the SFMTA's approval, Contractor shall use the Field Technical Service and Inspection Log to record all field maintenance tasks. Contractor shall keep in its files the original Field Technician Service and Inspection Logs (which may be electronic) for use as evidence, as required by law.

(c) Unless otherwise stated herein, Contractor shall receive no additional compensation for field maintenance tasks.

(ii) Inspection and Testing.

(a) Contractor shall inspect and test the System and System Equipment in accordance with manufacturers' specifications and as necessary to ensure the System's uninterrupted operation.

(b) Contractor shall perform daily remote monitoring of the System.

(c) At least once a week, Contractor shall inspect and test all System Equipment and the functionality of the System as a whole at each Approach, and produce a Field Technical Service and Inspection Log to keep in its files and to include in Court Evidence Packages. Contractor may perform weekly testing and inspections remotely (i.e., outside San Francisco).

(d) At least once a month, Contractor shall physically inspect System Equipment in person at each Approach and complete a Field Technical Service and Inspection Log documenting completion of the inspection and any defects found.

(iii) Maintenance and Repair.

(a) General/Graffiti Removal. Contractor shall perform all maintenance and repair of the System and System Equipment; Contractor's maintenance and repair responsibilities include but are not limited to keeping the System Equipment (e.g., camera casings, etc.) clean and free of graffiti.

(b) Malfunctions.

(1) Notices. Upon the SFMTA's or Contractor's discovery of any malfunction, operational error, or other error or problem with the System or System Equipment ("Malfunction"), the SFMTA or Contractor, as applicable, will provide the other Party written notice of the Malfunction ("Malfunction Notice"). The Malfunction Notice will describe the time and date of discovery, location, and nature of the Malfunction, as well as any other information the Party sending the notice wishes to include.

(2) Response Times. Contractor shall exercise best efforts to correct Malfunctions within the earlier of 24 hours of Contractor's discovery of the Malfunction or receipt of a Malfunction Notice. If, however, it is not commercially reasonable for Contractor to correct the Malfunction within this time Contractor shall provide to the SFMTA Program Manager a written report that describes: (i) the nature of the Malfunction; (ii) available options to correct the Malfunction, including estimated timeline to correct; and (iii) Contractor's recommendation how to proceed with the correction. The SFMTA reserves the right to determine the final course of action in all such cases.

(c) Repair Delays. Contractor's delays in repairing System Equipment that cause a lapse or decrease in enforcement at any Approach shall be limited to no more than three months from the earlier date of the Malfunction Notice or Contractor's discovery of the underlying Malfunction. Contractor shall not charge the SFMTA lease fees for System Equipment that is inactive or not collecting Violation data for three or more months.

(iv) Loss of Violation Data. Contractor shall be liable to the SFMTA for loss of Citation revenue that results from maintenance or repairs to System Equipment, as described in Section 4.7 Liquidated Damages.

(v) Other Maintenance Requirements.

(a) Contractor shall not open traffic signal controller boxes without prior, written authorization from the SFMTA and without the physical presence of an SFMTA representative.

(b) Contractor shall furnish and supply to all Approaches electrical, telephone, DSL, cable, or other broadband services, as necessary to ensure the System's uninterrupted operation.

(c) Contractor shall ensure the System's electrical connections with SFMTA equipment and systems are optically or otherwise isolated.

(d) If so directed by the SFMTA, Contractor shall furnish and install flash units on cameras to ensure images produced by the System's cameras ("Images") are of a quality sufficient to allow San Francisco Police Department (SFPD) personnel to identify Violations.

(e) If the SFMTA determines Image quality for any Approach has deteriorated below acceptable levels, then, upon the SFMTA's written request, Contractor shall repair, replace, or upgrade the System Equipment, as necessary, to restore Image quality to SFMTA-accepted levels.

(f) Contractor shall make available the Contractor Project Manager (or a reasonable alternate) to the SFMTA Program Manager every day during the term of this Agreement.

(g) The Image Processing Unit may only be connected to the traffic signal controller to obtain the following:

- (1) Contact closure of signal when traffic light enters the amber phase.
- (2) Contact closure of signal when traffic light enters the red phase.
- (3) Power source (120V AC).

(h) The system clock time and other data elements displayed in images shall be automatically resynchronized in the event of a main power failure or otherwise supplied with backup power sufficient to maintain such information for a minimum of seven days without power.

(i) Contractor shall make available a technician to attend meetings or walkthroughs when conflicts with public or private construction projects may impact the continual function of the System; Contractor's technician shall recommend mitigation measures to minimize those impacts, and shall provide advice for the appropriate restoration of the System after the completion of construction activity.

### 3. PROGRAM ADMINISTRATION

Contractor's compensation for administration of the Automated Photo Enforcement Program shall be in accordance with the itemized monthly cost breakdown contained in Appendix B, Exhibit 1 – Program Administration.

#### A. Business Rules

(i) General. Contractor shall administer the Automated Photo Enforcement Program in accordance with the Business Rules and applicable law, including the California



Vehicle Code. The Business Rules are subject to change only as a result of changes to local or state law, including the California Vehicle Code, or as determined by the SFMTA and mutually agreed to by Contractor.

(ii) Warning Period. For one month prior to the SFPD issuing Citations at each Approach, Contractor shall collect System-generated data for the Approach (including but not limited to volumes of vehicles monitored and Violations) and mail warning notices to registered owners that would otherwise receive Citations, as determined by the SFPD. If so requested by the SFMTA, Contractor shall assist the SFMTA in making public announcements of the Automated Photo Enforcement Program at least one month prior to the commencement of the enforcement at any Approach.

(iii) Requirements for Issuing Citations

(a) Contractor shall process Violations in accordance with the applicable mailing requirements in the California Vehicle Code and this Section 3.A(iii).

(b) Contractor shall review System-generated data and Images for each Event to ensure the Event meets the requirements in this Section 3.A(iii), and shall forward only those Events that meet these requirements to SFPD for final review and determination as to whether or not a Violation occurred prior to issuance of Citations.

(c) Contractor shall review Images to ensure they comply with California Vehicle Code section 210, which requires “a clear photograph of a vehicle’s license plate and the driver of the vehicle.” A “clear photograph of the vehicle’s license plate” shall mean the license plate number is legible; a “clear photograph of the driver of the vehicle” shall mean the face of the driver (“Alleged Violator”) is identifiable.

(d) For each compliant Image, Contractor, acting as the City’s agent, shall utilize the license plate number shown to identify the vehicle’s registered owner by direct online access to the California Department of Motor Vehicles (“DMV”), and shall review the corresponding Image, video recording of the Event, and DMV information to confirm the registered owner and license plate are a match.

(e) Contractor shall obtain the registered owner’s current address on file with the DMV for purposes of mailing the Citation, except when the City is reissuing a Citation to the actual driver. In that circumstance, City, the Court or the registered owner shall provide Contractor with the address of the actual driver.

(f) The City shall not issue Citations where the age or gender of the driver in the Images clearly does not match that of the registered owner, except when a commercial or government entity is the registered owner of the vehicle, or the City has reissued the Citation to the driver.

(g) Contractor shall include the California driver's license number of the Alleged Violator on the Citation, except when a commercial or governmental entity is the registered owner of the vehicle.

(h) Contractor shall generate Citations only for Violations occurring 0.3 or more seconds into the red phase.

(i) Contractor shall generate Citations only for vehicles traveling over a minimum speed threshold. City shall determine minimum speed for issuance of Citations.

(j) Contractor shall process Citations for all vehicles registered to governmental agencies, except emergency vehicles or vehicles used by the SFPD, or other law enforcement agency escort vehicles.

(k) For Events that do not result in the issuance of a Citation (or Notice to Appear), Contractor shall destroy driver information, data and Images within 24 hours

of determining the Event does not meet the City's Business Rules, or the SFPD's rejection of the Event. For Violations that do result in the issuance of a Citation, Contractor shall destroy all related information, including but not limited to all data, Images, and paper records within 15 Business Days of final disposition.

(l) Contractor shall maintain and observe the terms of its agreement with the DMV, which provides Contractor with access to registered owner information.

(iv) Signing Citations

(a) Contractor shall transmit electronically each Citation to the SFPD for the SFPD's review, approval, and electronic signature.

(b) All information on the Citation shall be clearly legible, with all written information accurate, as supplied from the DMV records. The SFPD will reject any Citations that are not clearly legible.

(c) Contractor shall mail to Alleged Violators only SFPD-approved and signed Citations. Unless otherwise ordered by the SFPD or the Court, Contractor shall mail all SFPD-approved and signed Citations within 11 days of the alleged Violation. Contractor shall retain an exact copy of each SFPD-approved and signed Citation in accordance with the applicable record retention policy, and shall file the original Citation with the Court.

(d) Officers of the SFPD will be available to review, approve, and sign Citations each week, Monday through Friday, except legal holidays. An SFPD officer's signing of a Citation shall be deemed the act of issuing the Citation, as required by the California Vehicle Code.

(e) Only the officer of the SFPD that reviews each Citation shall have authority to issue the Citation, which decision shall be made at the officer's sole discretion. Contractor shall not issue a Citation or other notices of Violations in connection with the System without the express, written authorization of the SFMTA and SFPD. Contractor shall not cancel or void Citations approved and signed by an officer of the SFPD without written consent from both SFMTA Program Manager and the Captain of the SFPD Traffic Unit.

(v) Mailing Citations

(a) Contractor shall prepare Citations on a form approved by the Court and the California Judicial Council. Contractor shall provide on the Citation only the information required by the Court, the California Judicial Council, and California Vehicle Code section 40518.

(b) To the extent possible and without blocking the image of the Alleged Violator, Contractor shall crop or block the faces of all passengers shown in Images provided with Citations.

(c) Contractor shall work with the Court to identify and establish a mutually agreed upon numbering system for Citations.

(d) With each Citation, Contractor shall include a separate, SFMTA-approved instruction sheet with detailed response procedures and a statement describing the System's technology used to issue the Citation, including information necessary to interpret all data shown on the Images. If so reasonably requested by the SFMTA, Contractor shall translate Citations to other languages, not to exceed three languages including English. Contractor shall modify information on Citations if requested by the SFMTA at no additional cost to the SFMTA. Contractor shall be responsible for printing envelopes, Citations, and all other materials sent to Alleged Violators.

(e) For owners of commercial vehicle, Contractor shall include the Affidavit of Custodian of Records along with the Notice to Appear to each Citation.

(f) Contractor shall process photographs and video recordings on a schedule that allows for preparing and mailing signed Citations in compliance with California Vehicle Code mailing requirements. Notwithstanding California Vehicle Code section 40518, Contractor shall mail Citations signed by the SFPD within 11 days of the alleged Violation, unless otherwise ordered by the SFPD or the Court. For each signed Citation Contractor mails, Contractor shall obtain a Certificate of Mailing declaration issued by the United States Postal Service attesting to the signed Citation's form of service. Contractor shall provide a copy of the Certificate of Mailing declaration to the SFPD, Traffic Company within three Business Days of mailing the signed Citation.

(g) Contractor shall submit the data from the signed Citation to the Court electronically by a means and in a form mutually agreed upon by the Court and Contractor within five Business Days after mailing each signed Citation.

(h) Mailing costs (postage and handling) for Citations are considered a part of Contractor's day-to-day business functions and no additional payment is made for postage and handling outside of Contractor's payment for Administrative Support Services as listed in Contractor's cost proposal and contained in Appendix B, Exhibit 1 – Program Administration.

(vi) Citation Dismissals and Reissues to Alleged Violators

(a) Contractor shall use an SFMTA-approved form to inform registered owners they may identify the Alleged Violator, if the driver shown in the Image is not the registered owner. The form shall state the registered owner may do so by written declaration, without making a personal appearance before the Court.

(b) If a registered owner provides complete information identifying the Alleged Violator, along with the required supporting documentation (copy of registered owner's driver license and recent photo), Contractor shall process a new Citation naming the driver but only if SFMTA's age and gender match requirements are met. If any of the information or documentation is incomplete, Contractor shall send a letter to the registered owner requesting the missing information or documents. After the SFPD determines to transfer liability and issue the new Citation, Contractor shall notify the Court of the reissue so the Court can dismiss the prior Citation.

(c) If a registered owner is unable to identify the Alleged Violator, he or she may submit a written request for a secondary review along with the required supporting documentation (copy of registered owner's driver license and recent photo). Contractor shall forward secondary review requests to the signing SFPD officer, who will review the Images again and decide whether or not the registered owner is the driver. After completion of the secondary review, at the instruction of the SFPD through the Axis Violations Processing System, Contractor shall mail a letter to the registered owner informing him or her of the SFPD officer's final determination. If the SFPD officer determines that the registered owner is not the driver, Contractor shall notify the Court so that the Court can process a dismissal of the Citation.

(d) In the case of a commercially registered vehicle, Contractor shall prepare the Citation for issuance to the registered owner, and include with the Citation an Affidavit of Custodian of Records. If the registered owner of the commercial vehicle provides a complete and executed Affidavit of Custodian of Records that identifies the actual driver, along with the required supporting documentation (such as a driver's log, rental agreement, taxi waybill, etc.) showing who was driving the vehicle at the time of the Violation, Contractor shall process a new Citation naming the actual driver. Contractor shall assist with obtaining all necessary documents for a commercially registered vehicle, including business records, for prosecution of violations as directed by the Court and the City Attorney's Office.

(e) If it becomes necessary to dismiss an issued Citation for reasons other than those noted above, the SFMTA, the SFPD, or the Court will notify Contractor in a format mutually acceptable to all parties.

(vii) Court Evidence Packages.

(a) Upon the SFPD's request, Contractor shall prepare and deliver to the SFPD a series of items related to a particular Violation, which shall consist of the documents listed below ("Court Evidence Package"). An example of a Court Evidence Package is provided in Appendix C, Sample Court Evidence Package.

- (1) Contractor's Affidavit of Custodian of Records.
- (2) Copy of Notice to Appear;
- (3) Copies of maintenance logs from the intersection of the particular alleged Violation covering the time period when the Violation occurred;
- (4) A statement describing the technology used including information necessary to interpret all data shown on Images;
- (5) An instruction sheet detailing how violators may address the Citation;
- (6) A completed affidavit of custodian of records for commercial vehicle owners, when applicable;
- (7) A completed form identifying a driver other than the registered owner when applicable;
- (8) The United States Postal Service ("USPS") Certificate of Mailing;
- (9) Images: one full view of the vehicle entering the intersection illegally, one full view of the vehicle in the center of the intersection in violation, one enlargement of the license plate, and one enlargement of the driver's face and;
- (10) Any other document(s) requested by the Court.

(b) Contractor shall also provide computerized or on-line access to Violation data, photographs and video recordings for court proceedings. In addition, Contractor shall provide access to Violation photographs and video recordings for review by Alleged Violators at the court. Contractor shall also provide hardcopy versions of the Violation data and photographic images and electronic copies of video recordings, in advance of the court hearings as requested by City.

(c) If the SFPD requests a Court Evidence Package 10 or more Business Days before the court date, Contractor shall provide the Court Evidence Package to the SFPD no later than five Business Days before the court date. If the SFPD provides a request to Contractor fewer than 10 Business Days before the court date but no less than two Business Days before the court date, Contractor shall provide the Court Evidence Package to the SFPD prior to the date of the proceeding.

(d) Contractor shall assist with obtaining all necessary documents, including business records, for prosecution of Violations as directed by the City Attorney's Office. When requested by the City Attorney's Office, Contractor shall provide the Evidence Package in response to an Alleged Violator's discovery request within three Business Days to the City Attorney's Office.

B. Training; Court Testimony

(i) Training Course.

(a) Contractor shall train SFPD officers in providing testimony, at court proceedings, about the operation of the System and administration of the Program. Contractor shall work with the SFMTA and the City Attorney's Office to train the SFPD.

(b) Contractor shall provide the training course within one month of the SFMTA's request, unless the SFMTA requests a later date. At each training, Contractor shall train up to ten City employees, including SFPD officers and other employees identified by the SFMTA.

(c) Contractor shall provide a "Certificate of Training" to each police officer and other trainee that successfully completes the training.

(ii) Court Testimony.

(a) Contractor shall provide at each court proceeding one or more expert witnesses, as required, to provide expert testimony about the following: the System's technology, field maintenance, and operations; the processing of Images and Citations; and any other component of the Automated Photo Enforcement Program or System Contractor manages under this Agreement. The Superior Court of California, County of San Francisco typically holds court proceedings (or trials) in connection with the Automated Photo Enforcement Program each week at 850 Bryant Street, San Francisco, CA 94103, on Monday, Tuesday, Wednesday, and Thursday at 1:30 pm. Court proceedings for juvenile Alleged Violators are held at the Juvenile Traffic Court, 375 Woodside Avenue, San Francisco, CA 94127.

(b) Contractor shall provide an original, written declaration from a qualified employee or subcontractor of Contractor who can testify that the System was properly operating at the time of the alleged Violation (Affidavit of Custodian of Records). Contractor shall work with the City Attorney's Office to prepare this declaration.

C. Quality Assurance Audits

(i) Contractor agrees that quality control of the Automated Photo Enforcement Program is essential to this Agreement, and will be achieved as follows: (a) at least one qualified individuals within Contractor's staff shall review each Image as described in Section 3.A.iii; (b) Contractor shall conduct automated quality assurance audits with escalation as needed to a second Contractor staff member to perform a secondary Image review; (b) SFPD officers will review all Citations before issuing; and (c) the SFMTA will conduct external audits of the System and Automated Photo Enforcement Program for compliance with this Agreement and applicable law. The SFMTA will conduct these external audits using random samples of Violations on a periodic basis.

(ii) Contractor shall provide the SFMTA access to all Contractor-maintained Automated Photo Enforcement Program data, including but not limited to data about Events, Violations, and Citations (i.e., issued and non-issued Citations) at each Approach. Contractor shall ensure the SFMTA has access to these data directly and remotely at any time and independently of Contractor's staff.

(iii) To conduct external audits of the System, the SFMTA may select and use samples of any Contractor-maintained data, including but not limited to data about triggered Events, Violations, and Citations. The SFMTA's external audits may examine Contractor's compliance with any guideline or requirement that applies under this Agreement or law to the Automated Photo Enforcement Program or System, including but not limited to the clarity of Images, chain of custody and handling of evidence, review and approval process for Citations, non-issued Citations, reconciliation of total number of approved Citations for any given time period and number of citations mailed (confirmation of mailing) within the same time period, and compliance with all confidentiality laws and agreements.

(iv) At no time may the quality assurance audits described in this Section 3.C. compromise, contradict, or violate any law or regulation regarding operation of the Program.

D. Monthly Reports

(i) General. Contractor shall prepare and submit electronically (i.e., by email) to the SFMTA Program Manager the Monthly Viewing Report and Monthly Status Report (each described below), and any other reports that the SFMTA may reasonably request, by no later than 21 days after the end of each month. The format for the content of these reports shall be approved by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement.

(ii) Monthly Viewing Report. The Monthly Viewing Report shall provide the numerical data needed to evaluate performance of the established Measures of Effectiveness (MOEs) (See Section 3.F.iii.). The Monthly Viewing Report shall include the data listed below, from the preceding month, and all prior months in the current calendar year, for each Approach individually, and in a System-wide summary:

- (a) number of Events detected;
- (b) of total Events, the number of alleged Violations and the number of non-Violations;
- (c) of the non-Violations detected, a detailed breakdown of the reasons why no Violation occurred;
- (d) number of Violations for which Citations were issued;
- (e) of Citations issued, the numbers that involved traveling straight through the intersection, turning right, and turning left;
- (f) of the Violations detected but for which Citations were not issued, the number not issued for controllable reasons, the number not issued for uncontrollable reasons, and a detailed breakdown of the controllable and uncontrollable reasons for non-issuance;
- (g) daily average vehicle volume;
- (h) daily average Citation issuance;
- (i) average speeds of Violations and issued Citations;
- (j) average red seconds of Violations and issued Citations;
- (k) Citation issuance rates compared to total Violations and to controllable Violations.

(iii) Monthly Status Report. As a part of the monthly reporting process, Contractor shall continuously monitor and analyze System operations across all Approaches. For each Approach, the Monthly Status Report shall list and describe the nature of all Malfunctions, third-party damage, and other reasons affecting the operation of the System during the preceding month. For each Malfunction, third-party damage, and other reason affecting the operation of the System, the Monthly Status Report shall indicate whether and the number of Days the affected Approach was not in service. The SFMTA Program Manager and Contractor will use this information to jointly develop and implement final solutions to correct Malfunctions. All solutions are subject to final assessment and approval by the SFMTA Program Manager.

E. Management Meetings.

(i) Each month, the SFMTA Program Manager and Contractor Project Manager shall meet to review the System's performance and discuss items in the Monthly Report, as applicable.

(ii) The SFMTA Program Manager may schedule a meeting on a monthly basis with Contractor, the SFPD, the Court, and any other interested City department or agency,

to exchange information on the administration of the Program. Contractor's attendance at such meetings is mandatory.

F. Standards of Performance

(i) General. Contractor agrees the Program's primary objective is to reduce collisions at signalized intersections resulting from Violations. To meet this primary objective, Contractor warrants it designed and implemented the System to monitor and enforce Violations at each Approach by automatically capturing enough data about each Violation to issue, enforce, and adjudicate a lawful Citation.

(ii) Unenforceable Citations. Both Parties acknowledge certain Violations may not produce enforceable Citations because of a variety of controllable and uncontrollable factors. "Controllable factors" include but are not limited to the accuracy, reliability, and efficiency of the System, as maintained by Contractor, the System's downtime, Malfunctions, clarity and quality of Images, and expiration of mailing deadline. "Uncontrollable factors" are factors beyond Contractor's control and include but are not limited to the availability of license plate and driver information, age and/or gender mismatch, missing, illegible or obstructed license plate, obstructed view of vehicle or driver, SFPD processing delays, and Force Majeure events.

(iii) Measures of Effectiveness (MOEs).

(a) Once a quarter, the SFMTA Program Manager and Contractor Project Manager shall meet to mutually identify and establish (or maintain in place previously established) MOEs that track the System's effectiveness. For example, MOEs may include: number of events captured; number of Citations issued; number of Citations contested; number of enforceable Citations lost because of controllable factors and uncontrollable factors; and results from quality assurance auditing. The SFMTA Program Manager and Contractor Project Manager may establish any MOEs upon which they mutually agree. MOEs may change depending on seasonal factors, construction issues, citation issuance, intersections being enforced, enforcement objectives, or any other factors, as determined by SFMTA.

(b) During this quarterly meeting, the SFMTA Program Manager may establish performance goals for each MOE in place for that quarter.

(c) During this quarterly meeting, Contractor Project Manager shall explain to the SFMTA Program Manager any trends or variances shown in the MOEs in place for that quarter. If the quarterly MOEs do not meet performance goals (if any) established by the SFMTA Program Manager, Contractor Project Manager and SFMTA Program Manager shall mutually determine the causes and establish an action plan to improve the System's performance in the next quarter to meet the goals, or adjust the goals. Any such action plan or goal adjustment shall be subject to the SFMTA's approval.

G. Technical Upgrades

(i) As Contractor develops and offers new products or upgrades of existing products, Contractor shall give the SFMTA the opportunity to upgrade to Contractor's newest product offerings.

(ii) On or about each anniversary of the Effective Date of this Agreement, Contractor shall provide a written report to the SFMTA's Program Manager describing Contractor's newest product offerings and their applicability to the System.

(iii) Contractor shall not implement any new technology products or technical upgrades without the SFMTA's written approval, except for software upgrades performed in the ordinary course or as needed.

(iv) Technical upgrades will be requested or approved as outlined in Appendix A, Section 4. Changes to the Services.

(v) If so requested or approved by the SFMTA, back-office software upgrades and firmware upgrades shall be provided to the City at no additional cost during the term of this Agreement.

#### H. Legal Changes and Challenges

Contractor shall perform any modifications to the System, as defined by Appendix D – System Requirements for Equipment and Technical Specifications, as required by changes to California Vehicle Code, San Francisco Traffic Code, local, state, or federal laws or regulations, or any legal action that has jurisdiction over or bearing on the System, as directed by the SFMTA and at no cost to the City.

#### I. Internet Customer Service

Contractor shall create and maintain an internet site where Alleged Violators can review Citations and color photographs while ensuring confidentiality, a link to online court payment processing, general information to the alleged violators regarding the System, information regarding the status of a specific Citation, detailed instructions on how to respond to a citation, and the ability to download the Affidavit of Non-Liability and Affidavit of Custodian of Records forms. Contractor's internet site shall be available twenty-four (24) hours a day, 365 days per year. The City shall approve all information contained and provided by the internet site prior to Contractor's implementation.

#### J. Permits

Contractor is responsible for obtaining an annual encroachment permit with the California Department of Transportation (Caltrans) for each enforced intersection located on a State highway or Caltrans Right of Way.

#### K. Data Security

(i) Data Encryption. Contractor shall encrypt all System-generated data prior to electronic transmission via broadband communication. To encrypt such data, Contractor shall use a secure, tamperproof encryption system; Contractor shall encrypt data using, at minimum, the triple-DES encryption algorithm. The methods Contractor uses to encrypt and secure System-generated data shall, at all times, be subject to City's review and approval. The SFMTA must approved Contractor's proposed substitutions of encryption algorithms before Contractor deploys substitutions.

(ii) Loss of Data. Contractor shall be solely responsible for loss of Violation Data that results from failure to secure System-generated data in accordance with the terms of this Agreement. Accordingly, Contractor shall be subject to liquidated damages in accordance with Section 4.7 of the Agreement.

#### L. Public Awareness Efforts

(i) Events or Campaigns. From time to time during the term of this Agreement, the SFMTA may elect to conduct or participate in a public awareness event or campaign about the Program.

(ii) Request for Contractor Resources or Media Materials. Upon the SFMTA's request, and at no additional cost to the SFMTA, Contractor shall provide the SFMTA reasonable public relations resources and media materials up to \$25,000 annually. For example, public relations resources and media materials include, but are not limited to, Contractor's staff assisting the SFMTA with public information and education efforts, graphic design work, purchasing promotional materials and give-away items, and drafting press releases and campaign schedules.

(iii) Contractor's Proposal. Upon the City's request for public relations resources or media materials, Contractor shall submit a proposal for the SFMTA to review and



approve. The proposal shall describe, and provide detailed quantity and cost information for, the specific public relations resources and media materials requested by the SFMTA.

#### 4. CHANGES TO THE SERVICES

(i) Change Order Notice. The SFMTA may request changes to the scope of Services (e.g., that Contractor provide additional products or services, or enforce additional moving violations, in accordance with law), by issuing to Contractor a written Change Order Notice, which will describe the proposed changes in reasonable detail.

(ii) Change Order Proposal. Upon Contractor's receipt of a Change Order Notice, Contractor shall deliver to the SFMTA a Change Order Proposal that includes:

(a) a written statement describing the effect, if any, the proposed changes would have on the pricing terms of this Agreement;

(b) a detailed breakdown of the charges and schedule effects;

(c) a description of any changes to the System's specifications or obligations of the Parties;

(d) a schedule for delivery of the proposed changes and other performance obligations; and

(e) any other information relating to the proposed changes reasonably requested by the City.

(iii) Change Order Negotiations. Following the SFMTA's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to: (a) a plan and schedule for implementation of the proposed changes to the Services; (b) the time, manner, and amount of payment or price increases or decreases; (c) any other matters relating to the proposed changes to the Services; except that, if any proposed change involves only the addition of equipment or services to the existing System, the then-existing pricing terms set forth in Appendix B shall apply.

(iv) Failure to Agree on Terms of Change Order. If the Parties do not reach agreement on the terms of any Change Order, the SFMTA may either cancel the Change Order and have the corresponding services performed by other available sources, or direct Contractor to proceed with the Change Order under such conditions as City may require to assure quality and timeliness of the services. Contractor may not refuse to undertake a City-ordered Change Order; provided however, City's payment to Contractor for this work shall be on the basis of (1) actual cost of direct labor (hourly rates), (2) actual cost of materials and equipment usage, and (3) a fixed mark-up to cover Contractors overhead and profit equal to 15%.

#### 5. SERVICES PROVIDED BY ATTORNEYS

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

#### 6. SFMTA LIAISON

In performing the Services provided for in this Agreement, Contractor's liaison with the SFMTA will be Monica Giese, Automated Photo Enforcement Program Manager, or her designee.

**Appendix B**  
**CALCULATION OF CHARGES**

This Appendix B sets forth the charges Contractor is authorized to invoice to the SFMTA for performing the Services. Authorized charges are broken down and provided herein by category of Service as follows:

Exhibit 1 Program Administration Charges

Exhibit 2 Repair of Third-Party Damage

Exhibit 3 Construction Consultation

Exhibit 4 System Equipment Lease Charges

Exhibit 5 Option to Self-Administer

See Section 3.3 (Compensation) of this Agreement for additional provisions regarding payments to Contractor.

**Appendix B**  
**CALCULATION OF CHARGES**

**Exhibit 1**  
**Program Administration Charges**

Contractor's monthly charges to administer the Program are set forth in the table below.

The SFMTA will pay Contractor the Monthly Total shown in Column A only after Contractor commences operation of the System Equipment for the 19 Approaches set forth in Appendix A, Section 2.A. Prior to that time, the monthly payment owing from the SFMTA to Contractor will be calculated as follows: Monthly Total from Column B × number of Approaches for which System Equipment has been installed and operations have commenced.

Contractor's monthly charges shall increase or decrease by the Monthly Total shown in Column B for each Approach the SFMTA adds or removes, respectively, from Contractor's scope of Services.

<b>Itemized Monthly Charges</b>	<b>A</b>	<b>B</b>
	<b>Charges for 19 Digital Approaches (13 Intersections)</b>	<b>Charges per Approach</b>
Transportation	\$1,489	\$78.37
Rent	Not applicable	Not applicable
Administrative Overhead	\$8,948	\$470.95
Systems Support	\$18,858	\$992.53
Monthly Report Preparation	Included in Systems Support	Included in Systems Support
Fixed Maintenance Costs	\$16,827	\$885.63
Expert Witness Testimony	\$2,782	\$146.42
<b>Monthly Total</b>	<b>\$48,904</b>	<b>\$2,573.89</b>

**Appendix B**  
**CALCULATION OF CHARGES**

**Exhibit 2**  
**Repair of Third-Party Damage**

Contractor's charges to repair damage to the System Equipment caused by third parties are set forth in the table below by repair item. Charges shall apply per incident of damage caused by third parties.

If third-party damage is caused to System Equipment not listed below, and the SFMTA requests that Contractor repair such equipment, Contractor shall perform the repairs and payment to Contractor shall be on the basis of (1) actual cost of direct labor (hourly rates), (2) actual cost of materials and equipment usage, and (3) a fixed mark-up to cover Contractors overhead and profit equal to 15%.

<b>AutoPatrol™ System</b>	<b>Cost</b>
AP Strobe Assembly	\$5,100.87
AP Strobe with Housing	\$6,257.64
Strobe Bulb	\$1,037.88
Radar Sensor	\$12,822.50
SCIV 16MP Camera	\$21,303.75
60MM Lens	\$2,744.98
60MM IR Filter	\$2,001.66
SCIV 16MP Camera Right	\$21,303.75
SCIV 29MP Camera	\$28,897.78
SCIV 29MP Camera Right	\$28,897.78
80MM Lens	\$3,248.26
80MM IR Filter	\$1,946.46
80MM Polarizer	\$1,930.79
Basler Video Camera	\$3,133.75
HD Video Upgrade Kit	\$3,420.10
Cradle Point	\$1,959.60
Antennae	\$1,275.35
1 TB Hard Drive	\$1,864.35
Power Supply Module	\$2,445.51
Interface Module	\$1,919.17
ISK Module	\$1,667.59
Traffic Light Controller Module	\$2,070.56
10M SCIV Power Cable	\$1,809.35

10M SCIV System Cable	\$1,846.01
110V Camera Enclosure Cable	\$1,764.82
10M Patch Cable	\$1,702.83
10M SCIV Lan Cable	\$1,794.51
10M Flash System Cable	\$1,814.59
10M 110V Flash Cable	\$1,801.49
Multi Modem	\$1,430.60
Cable, Antennae, LMR, 36"	\$1,695.68
Cable, Null Modem, DB9 Male/Male	\$1,689.35
20' Pole	\$1,863.00
10' Pole	\$1,771.00
Base, Pole, Extended neck	\$1,589.30
Cap, Pole	\$1,128.73
Collar, Pole	\$1,164.95
AP Driver Liability Kit	\$78,145.95
AP Driver Liability Dual Frontal Kit	\$110,943.55
2" PVC Conduit, cable comms/power (\$36.80 per LF ≤ 100ft) plus \$1495 labor	\$36.80/LF + \$1495
3" PVC Conduit, cable comms/power (\$43.70 per LF ≤ 100ft) plus \$1495 labor	\$43.70/LF + \$1495
2" PVC Conduit, cable comms/power (\$9.20 per LF > 100ft) plus \$1495 labor	\$9.20/LF + \$1495
3" PVC Conduit, cable comms/power (\$17.25 per LF > 100ft) plus \$1495 labor	\$17.25/LF + \$1495

<b>Legacy System</b>	<b>Cost</b>
AP Strobe Assembly	\$5,100.87
AP Strobe with Housing	\$6,257.64
Strobe Bulb	\$1,037.88
Outer Enclosure D Shape	\$8,290.27
Camera Enclosure, Left	\$3,592.69
20' Pole	\$1,863.00
Base, Pole, Extended neck	\$1,589.30
Cap, Pole	\$1,128.73
Collar, Pole	\$1,164.95
Fabick Epoxy	\$1,518.00
Fabick Mixing Tube	\$1,497.30
Sensys Access Point	\$2,932.50
Sensys Mounting Bracket	\$1,612.99
Sensys Wireless Sensor	\$1,919.35
Sensys Access Box	\$1,610.00
Sensys CC Card	\$1,734.20
Sensys EX Card	\$1,451.30
TC-16MP Camera	\$8,023.55
Tamron Cannon Lens	\$2,397.75

IR Cut Filter	\$1,945.80
Bosch Camera	\$2,396.60
Bosch Lens	\$2,087.25
Cradle Point	\$2,333.35
Antennae	\$1,649.10
Multi Modem	\$1,804.35
Cable, Antennae, LMR, 36"	\$1,695.68
Cable, Null Modem, DB9 Male/Male	\$1,689.35
DB9 Pigtail Cable	\$1,691.04
BNC Y Connector	\$1,504.15
Gender Changer	\$1,497.99
Master Controller Card	\$2,428.80
Power Supply Card	\$1,591.60
1' Patch Cable	\$1,122.76
2' Patch cable	\$1,122.50
Power Supply Cable	\$1,121.54
DVR	\$2,554.15
FTP Server	\$2,139.00
Reboot Controller	\$2,098.75
Linksys 8 Port	\$1,560.54
I/O Module Rack	\$1,543.24
I/O Yellow Unit	\$1,511.16
Serial Device 2 Port	\$1,380.56
Serial Cable	\$1,308.86
Multi Modem	\$1,430.60
PBCA, RLC Backplane	\$1,602.53
PBCA, RLC Interface	\$1,647.49
2" PVC Conduit, cable comms/power (\$36.80 per LF ≤ 100ft) plus \$1495 labor	\$36.80/LF + \$1495
3" PVC Conduit, cable comms/power (\$43.70 per LF ≤ 100ft) plus \$1495 labor	\$43.70/LF + \$1495
2" PVC Conduit, cable comms/power (\$9.20 per LF > 100ft) plus \$1495 labor	\$9.20/LF + \$1495
3" PVC Conduit, cable comms/power (\$17.25 per LF > 100ft) plus \$1495 labor	\$17.25/LF + \$1495

<b>PLP Option</b>	<b>Cost</b>
8' Piezo	\$2,615.10
6' Piezo	\$2,538.05
Piezo Interface Card	\$1,420.03
Loop Detector Card	\$1,447.16
Grout	\$2,592.10

**Appendix B**  
**CALCULATION OF CHARGES**

**Exhibit 3**  
**Construction Consultation**

The SFMTA will pay Contractor the total cost of Construction Consultation listed in Column A, below, upon completion of installation and testing of System Equipment for all 19 Approaches, unless City determines a lesser number of Approaches to install, in which case SFMTA will pay Contractor upon the completion of the lesser number of Approaches.

Contractor’s Construction Consultation fee will increase or decrease by the Total shown in Column B for each Approach the SFMTA adds or removes, respectively, from Contractor’s scope of Services.

	<b>A</b>	<b>B</b>
<b>Construction Consultation</b>	<b>Cost for 19 Digital Approaches (13 Intersections)</b>	<b>Cost per Approach</b>
Construction Consultation	\$13,850	\$728.95
<b>TOTAL</b>	<b>\$13,850</b>	<b>\$728.95</b>

**Appendix B**  
**CALCULATION OF CHARGES**

**Exhibit 4**  
**System Equipment Lease Charges**

The monthly fees payable to Contractor for the SFMTA’s lease of System Equipment are set forth below.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Item</b>	<b># Units</b>	<b>Lease Price per month per unit</b>	<b>Total Cost per Month (# units x \$/per month)</b>
Cameras (including image processing unit and housing)	19	\$893	\$16,967
Poles	19	\$33	\$627
<b>Monthly Total</b>	<b>19</b>	<b>\$926</b>	<b>\$17,594</b>

The SFMTA will pay Contractor the “TOTAL” shown in Column D only after Contractor has commenced operation of the System Equipment for the 19 Approaches set forth in Appendix A, Section 2.A. Prior to that time, the monthly lease payment owing from the SFMTA to Contractor will be calculated as follows: Total from Column C × number of Approaches for which System Equipment has been installed and operations have commenced.

If the number of Approaches changes, the monthly lease payment will change accordingly based on the “TOTAL” shown in Column C. For example, if the SFMTA adds two new Approaches to, and removes one Approach from, the System, the monthly lease payment owing to Contractor would increase by \$926 to \$18,520.



**Appendix B**  
**CALCULATION OF CHARGES**

**Exhibit 5**  
**Option to Self-Administer**

The monthly fees payable to Contractor is the SFMTA exercises the option to self-administer the Automated Photo Enforcement Program.

<u>Item</u>	<u>Cost</u>
Software License	
a. Lease \$/Month	\$400/month per Approach
b. Purchase	N/A
Training (\$/hr)	\$80
Consultation (\$/hr)	\$80
Software Development (\$/hr)	\$150
System Equipment Lease	Same as charges in <u>Appendix B, Exhibit 4</u> (System Equipment Lease Charges)

**Appendix C**  
**SAMPLE COURT EVIDENCE PACKAGE**

[A PDF of the Sample Court Evidence Package is available upon request.]

## Appendix D

### SYSTEM REQUIREMENTS AND TECHNICAL SPECIFICATIONS

Contractor shall maintain the System in accordance with the requirements and technical specifications in this Appendix D. These requirements and technical specifications shall apply to each Approach, as the System Equipment for the Approach is installed and completed, and the System as a whole, as applicable. Additional City requirements and specifications apply where indicated below and are provided in Appendix F.

#### 1. The System

- a. The System shall incorporate existing camera technology used to enforce red light and illegal turn violations (Violations). This existing camera technology shall have an established record of reliable performance, as proven by continuous on-street service capturing red light and illegal turn violations for no less than six months.
- b. The System shall accurately identify vehicles, whose drivers commit Violations while traveling through signalized and un-signalized intersections, and left-turn traffic signals, by taking no less than two photographs of the front and rear views of each such vehicle.
- c. The System shall record Violations at all times of the day and night, during each season of the year, and all conditions of varying sunlight and shadowing. The System's photographs shall capture the following views:
  - (1) Front and rear views of vehicle;
  - (2) Characters and numbers on vehicle's reflective and non-reflective license plates;
  - (3) Superimposed data and information (i.e., date, time, location code, lane number, amber time, red time, and location event number).
- d. The System shall be fully suitable and functional for unattended use, under all weather conditions.

#### 2. Power and Other Connections

- a. Interfaces between the Image Processing Unit and traffic signal equipment shall be coupled, so the System does not interfere with the operation of the traffic signal equipment.
- b. The System's electrical service current shall be fused at a rating no higher than 20A, and signal phase current shall be fused at a rating no higher than 5A.