

STEVE HEMINGER
Executive Director,
Metropolitan
Transportation
Commission

JACK BROADBENT
Executive Officer/APCO,
Bay Area Air Quality
Management District

BRAD PAUL
Acting Executive Director,
Association of Bay Area Governments

ANDREW B. FREMIER
Deputy Executive Director,
Bay Area Headquarters Authority

**BOARD OF DIRECTORS OF
375 BEALE CONDOMINIUM CORPORATION**

June 27, 2017

Bay Area Metro Center

375 Beale Street, Tamalpais Conference Room #7102

9:00 a.m. – 10:30 a.m.

1. **Roll Call / Confirm Quorum***
Four directors are named in the Articles of Incorporation. The presence of three will constitute a quorum.
2. **Bylaws of the 375 Beale Condominium Corporation*** Approval
The Board will consider and will be asked to approve Bylaws for the Corporation.
3. **Election of Officers** Approval
The Board will be asked to appoint officers for the Corporation pursuant to the Bylaws.
4. **Appointment of Counsel** Approval
The Board will be asked to appoint MTC's General Counsel to represent the Corporation in legal matters.
5. **Conflict of Interest Code*** Approval
The Board will be asked to adopt MTC's Conflict of Interest Code (Resolution No. 1198).
6. **Rules of the Corporation*** Approval
The Board will be asked to adopt rules of the Corporation for 375 Beale Street.
7. **Tax Exemption Filings** Approval
The Board will be asked to authorize the filing of documents related to the Corporations's tax exempt status under federal and California law.
8. **Budgets and Assessments*** Approval
The Board will be asked to consider and approve annual financial budgets and annual budgets for common expense assessments for the FY 2017-18 fiscal year.
9. **Legal and Accounting Services** Approval
The Board will be asked to authorize the procurement and payment of legal and accounting services.

375 Beale Condominium Corporation

June 20, 2017

Page 2 of 3

- | | | |
|-----|---|-------------|
| 10. | Procurement Policy*
<i>The Board will be asked to adopt MTC's Executive Director's Management Memorandum No. 352 related to third-party procurements and contracts.</i> | Approval |
| 11. | Privacy Policy*
<i>The Board will be asked to adopt MTC's Executive Director's Management Memorandum No. 323 related to safeguarding personally identifiable information ("PII").</i> | Approval |
| 12. | Meeting Room Management Policy Issues*
<i>The Board will be briefed on proposed policies pertaining to conference rooms, the building lobby and related matters, and will be requested to support discontinuance of a shuttle service for Board members.</i> | Approval |
| 13. | Business Insurance*
<i>The Board will receive a report as to insurance for the Corporation and will be asked to approve insurance coverage and vendors.</i> | Approval |
| 14. | Board Meeting Schedule
<i>The Board will consider and will be asked to adopt a schedule for one or more future board meetings.</i> | Approval |
| 15. | Building Access and Security Services*
<i>The Board will receive a report as to and will be asked to take action on security guard services and security access arrangements for 375 Beale Street.</i> | Approval |
| 16. | Chief Financial Officer's Report
<i>The Board will receive a report of the Chief Financial Officer.</i> | Information |
| 17. | Facility Operator's Report*
<i>The Board will receive a report from the Facility Operator.</i> | Information |
| 18. | Bay Area Air Quality Management District's Hazardous Materials Storage and Insurance Report*
<i>The Board will receive a report from the Air District as to its hazardous materials storage and insurance coverage.</i> | Information |
| 19. | Building Projects Report*
<i>The Board will receive a report on current building improvement projects at the Metro Center.</i> | Information |
| 20. | Public Comment / Other Business | |
| 21. | Adjournment / Next Meeting
<i>The next meeting of the Board of Directors of 375 Beale Condominium Corporation will be on a date, time, and location to be duly noticed.</i> | |

375 Beale Condominium Corporation

June 20, 2017

Page 3 of 3

* Staff report included in the packet

Public Comment: The public is encouraged to comment on agenda items at board meetings by completing a request-to-speak card (available from staff) and passing it to the board secretary. Public comment may be limited by any of the procedures set forth in Section 3.09 of MTC's Procedures Manual (Resolution No. 1058, Revised) if, in the chair's judgment, it is necessary to maintain the orderly flow of business.

Meeting Conduct: If this meeting is willfully interrupted or disrupted by one or more persons rendering orderly conduct of the meeting unfeasible, the Chair may order the removal of individuals who are willfully disrupting the meeting. Such individuals may be arrested. If order cannot be restored by such removal, the members of the board may direct that the meeting room be cleared (except for representatives of the press or other news media not participating in the disturbance), and the session may continue.

Record of Meeting: Board meetings are recorded. Copies of recordings are available at nominal charge, or recordings may be listened to at our offices by appointment. Audiocasts are maintained on MTC's Web site for public review for at least one year.

Accessibility and Title VI: We provide services/accommodations upon request to persons with disabilities and individuals who are limited-English proficient who wish to address board matters. For accommodations or translations assistance, please call 510.817.5757 or 510.817.5769 for TDD/TTY. We require three working days' notice to accommodate your request.

可及性和法令第六章: MTC 根據要求向希望來委員會討論有關事宜的殘疾人士及英語有限者提供服務/方便。需要便利設施或翻譯協助者，請致電 510.817.5757 或 510.817.5769 TDD / TTY。我們要求您在三個工作日告知，以滿足您的要求。

Acceso y el Título VI: La MTC puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Corporation. Para solicitar asistencia, por favor llame al número 510.817.5757 o al 510.817.5769 para TDD/TTY. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

ARTICLES OF INCORPORATION

OF

375 BEALE CONDOMINIUM CORPORATION

I.

The name of this corporation is: 375 Beale Condominium Corporation.

II.

A. This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law (California Corporations Code section 7110 *et seq.*). The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

B. The specific purposes of this corporation are the following: (i) to provide for the management, maintenance and care of certain common areas of and jointly used space in the property commonly known as 375 Beale Street, San Francisco, California (the Property), which consists of separately owned condominium units currently owned, respectively, by the Bay Area Headquarters Authority, a California joint powers authority (BAHA), the Association of Bay Area Governments, a California joint powers authority (ABAG), and the Bay Area Air Quality Management District, a regional air pollution control agency (BAAQMD), (ii) to assist BAHA, ABAG, BAAQMD, and any other government entity that becomes an additional or successor owner of a condominium unit in the Property (collectively, the Unit Owners) in operating and maintaining the individual condominium units that serve as such Unit Owners' governmental offices and the shared facilities that serve the Unit Owners' governmental offices, (iii) to undertake such other functions or activities that are ancillary to the operation of the condominium units for governmental purposes as may be authorized or directed by the Unit Owners from time to time, and (iv) to engage in any ancillary or related activities, all in order to reduce the burdens of government for each of the Unit Owners by assuming responsibilities for the operation of the condominium units that the Unit Owners would otherwise be required to perform. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

C. This corporation shall have no members.

III.

This corporation is an association formed to manage a common interest development under the Commercial and Industrial Common Interest Development Act.

IV.

The initial street address and initial mailing address of the corporation is as follows:

375 Beale Condominium Corporation
375 Beale Street, Suite 800
San Francisco, California 94105-2001

V.

The name and address in the State of California of this corporation's initial agent for service of process is:

Rosy Levy
Secretary
Bay Area Headquarters Authority
375 Beale Street, Suite 800
San Francisco, California 94105-2001

VI.

A. This corporation is organized exclusively for the promotion of social welfare within the meaning of Section 501(c)(4) of the Internal Revenue Code, or the corresponding section of any future federal tax code, specifically by lessening the burdens of government of the Unit Owners.

B. This corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

VII.

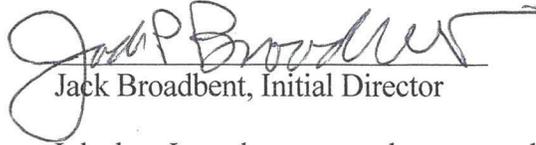
A. The property of this corporation is irrevocably dedicated to the purpose of promoting social welfare by lessening the burdens of government of the Unit Owners, and no part of the net earnings or assets of this corporation shall inure to the benefit of (or be distributable to) any director or officer of this corporation or other private person, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments, distributions, or other expenditures in furtherance of its public purposes.

B. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be offered to each of the Unit Owners for a public purpose. In the event that the Unit Owners refuse or otherwise decline any portion of the assets of this corporation in dissolution, such assets shall be distributed, in a manner and amount as determined by the board of directors of this corporation, to one or more state or local government entities or agencies or instrumentalities thereof for a public purpose or to one or more nonprofit funds, foundations or corporations that are organized and operated exclusively for charitable purposes or for the promotion of social welfare and which have established their tax exempt status under Section 501(c)(3) or Section 501(c)(4), respectively, of the Internal Revenue Code or the corresponding section of any future federal tax code.

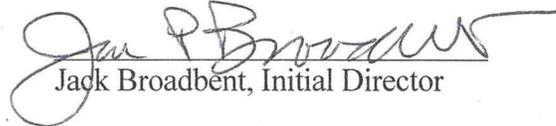
VII.

The four initial directors of this corporation are: Jack Broadbent, Brad Paul, , Steve Heminger, and Andrew Fremier. The address of each initial director is 375 Beale Street, Suite 800, San Francisco, California 94105-2001.

Dated: June 9, 2017


Jack Broadbent, Initial Director

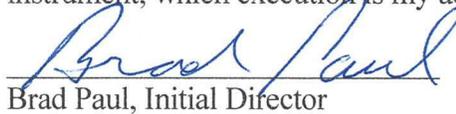
I declare I am the person who executed this instrument, which execution is my act and deed.


Jack Broadbent, Initial Director

Dated: June 12, 2017


Brad Paul, Initial Director

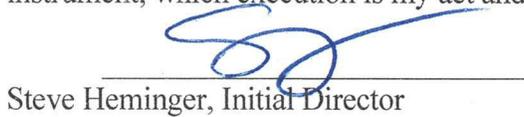
I declare I am the person who executed this instrument, which execution is my act and deed.


Brad Paul, Initial Director

Dated: June 19, 2017


Steve Heminger, Initial Director,

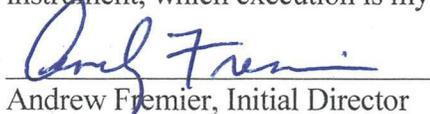
I declare I am the person who executed this instrument, which execution is my act and deed.


Steve Heminger, Initial Director

Dated: June 19, 2017


Andrew Fremier, Initial Director,

I declare I am the person who executed this instrument, which execution is my act and deed.


Andrew Fremier, Initial Director

BYLAWS
OF
375 BEALE CONDOMINIUM CORPORATION
A California Nonprofit Mutual Benefit Corporation

1. Name

The name of the corporation is 375 Beale Condominium Corporation (the “Corporation”).

2. Principal Office

The principal office for the transaction of the business of the Corporation is located at 375 Beale Street, Suite 800, San Francisco, California 94105-2001.

3. Definitions

Terms used herein and not defined herein but that are defined in the Declaration of Covenants, Conditions, and Restrictions for 375 Beale Street, San Francisco, California (the “Property”), dated December 22, 2016 (the “Declaration”) (recorded on December 27, 2016, as Instrument No. 2016K388389), office of the County Recorder of the County of San Francisco) shall have the meanings herein defined in the Declaration.

4. No Members

Unit Owners (as defined below) are not members, and the Corporation shall have no members, within the meaning of the California Nonprofit Mutual Benefit Corporation Law.

5. Unit Owners

Under the Condominium Plan, the Property has been subdivided into four condominium units (the “Units”), two of which are owned by the Bay Area Headquarters Authority (“BAHA”), one of which is owned by the Bay Area Air Quality Management District (“BAAQMD”), and one of which is owned by the Association of Bay Area Governments (“ABAG” and, together with BAHA, BAAQMD, and any successor or transferee holders of a Unit in the Property which are governmental entities, the “Unit Owners”).

6. Board of Directors

6.1 Number. The number of directors on the board of directors (the “Board”) shall consist of the number of Units in the Property, currently four.

6.2 Appointment. Each Unit Owner shall have the right to appoint one director per Unit owned by it, meaning that an owner of more than one Unit shall have a right to

AGENDA ITEM 2

appoint more than one director. The initially appointed directors are named in the Articles of Incorporation. Each director shall serve at the pleasure of the Unit Owner appointing that director for four years. Future appointments and any reappointments shall be accomplished by the delivery of a notice by the Unit Holder to the Secretary of the Corporation. Any such notices shall be filed in the minute book of the Corporation.

6.3 Removal. No director shall be removed from office except by the Unit Owner that appointed that director. A Unit Owner may remove a director it appointed at any time, with or without cause, by delivering a notice to the Secretary of the Corporation. Any such notices shall be filed in the minute book of the Corporation. If a Unit Owner sells or otherwise disposes of its Condominium Unit, the individual it appointed as a director shall automatically cease to be a director.

6.4 Vacancies. In the event of a vacancy on the Board of Directors, the vacancy shall be filled in accordance with Section 6.2 of these Bylaws. At such time that a Unit Owner that is not already represented by a director acquires a Unit, there shall be deemed to be created a vacancy on the Board of Directors that shall be filled by such Unit Owner pursuant to Section 6.2 of these Bylaws.

6.5 Compensation. A director shall not receive any compensation for any services rendered to the Corporation as a director; provided that directors may be reimbursed for actual out-of-pocket expenses incurred in the performance of his or her duties upon approval of the Board of Directors.

6.6 Powers. Subject to limitations of the Articles of Incorporation and these Bylaws, and the powers reserved to the Unit Owners, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Corporation to any person or persons, one or more managers, or committees, however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws or statute:

(a) To select and remove all the other officers, agents, and employees of the Corporation, prescribe powers and duties for them as may not be inconsistent with law, the Articles of Incorporation, or these Bylaws, fix their compensation, and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor not inconsistent with law, the Articles of Incorporation, or these Bylaws, as they may deem best.

6.7 Non-Liability of Directors. The directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

7. Meetings of Directors

7.1 Place of Meetings. Meetings of the Board shall be held at any place within the Facility designated by the Board or described in the notice of the meeting. In the absence of any designation or notice, meetings shall be held at the principal office of the Corporation.

7.2 Regular Meetings. Regular meetings of the Board shall be held monthly at such time and place as may be fixed from time to time by resolution of the Board, provided that if the business to be transacted by the Board does not require monthly meetings, regular meetings may be held less frequently but no less than one regular meeting every six months. If the date for a regular meeting falls on a State of California holiday, the meeting shall be held at the same time on the next business day. Notice of the time and place of any regular meeting shall be posted at a prominent place or places within the Common Area, and shall be given to each director not less than four days prior to the meeting; provided, however, that notice need not be given to any director who signs a waiver of notice or written consent to the holding of the meeting.

7.3 Special Meetings. Special Meetings of the Board may be called by written notice signed by the president of the Corporation or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered, shall be posted in a manner prescribed for notice of regular meetings, and shall be sent to all directors not less than 72 hours prior to the scheduled time of the meeting, provided that notice need not be given to any director who signs a waiver of notice or a written consent to the holding of the meeting.

7.4 Quorum Requirements. A majority of the members of the Board shall constitute a quorum for the transaction of business (except to adjourn). A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken or decision made is approved in accordance with these Bylaws and the Declaration.

7.5 Required Vote. Every action taken or decision made by the Board shall be approved by a unanimous vote of the members of the Board except as otherwise permitted by the Declaration.

7.6 Adjourned Meetings. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of adjournment.

7.7 Ralph M. Brown Act. All meetings of the Board shall be called, noticed, held, and conducted under the provisions of the Ralph M. Brown Act (California Government Code sections 54950-54963).

8. Powers of the Board

The Board shall have all powers conferred on the Corporation as set forth in California law, the Declaration, and these Bylaws.

9. Officers

9.1 Officers of the Corporation. The officers of the Corporation shall be a chair, a secretary, and a chief financial officer. The Corporation may also have such other officers as may be authorized by the Board.

9.2 Election of Officers. The officers shall be chosen by the Board and shall serve at the pleasure of the Board.

9.3 Authority and Duties. Each officer so appointed shall have the title, hold office for the period, have the authority and perform the duties specified in these Bylaws or determined from time to time by the Board.

9.4 Removal or Resignation of Officers. Any officer may be removed with or without cause by the Board. Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the acceptance of resignation shall not be necessary to make it effective.

9.5 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in Section 9.2.

9.6 Duties. The duties of the officers shall be as follows:

- i. Chair The chair shall be the general manager and chief executive officer of the Corporation and generally supervise and direct the Corporation's activities, affairs, and officers. The chair shall preside at all meetings of the Board. The chair shall have such other powers and duties as may be prescribed by the Board or these Bylaws.
- ii. Secretary The secretary shall keep or cause to be kept, at the Corporation's principal office, the following:
 - (1) A book of minutes of all meetings, proceedings, and actions of the Board. The minutes of meetings shall include the time and place of holding, whether annual, regular, or special, and, if special, how authorized, the notice given, and the names of those present at the meetings.
 - (2) A copy of the Articles and Bylaws, as amended..

AGENDA ITEM 2

Except as otherwise provided in these Bylaws, the secretary shall give, or cause to be given, the notices required by these Bylaws for meetings of the Board.. The secretary shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

iii. The chief financial officer of the Corporation shall keep and maintain, or cause to be kept and maintained by the Facility Operator, adequate and correct books and accounts of the Corporation, and shall send or cause to be sent to the Unit Owners and directors such financial statements and reports that are required by law, the Declaration, these Bylaws or the Board. The books of account shall be open to inspection by any director at all reasonable times. The chief financial officer shall have such powers and perform such other duties as may be prescribed by the Board or these Bylaws.

9.7 Compensation. Officers shall not receive any compensation for any service rendered to the Corporation as an officer, provided that any officer may be reimbursed for actual out-of-pocket expenses incurred in the performance of his or her duties subject to approval of the Board.

10. Amendments

The Articles and the Bylaws may be amended by the Board, but only in accordance with Section 7.5.

11. General Provisions

11.1 Fiscal Year. Unless the Board determines otherwise, the fiscal year of the Corporation shall begin on the first day of July and end on the 30th day of June every year except the first fiscal year, which shall begin on the date of incorporation.

11.2 Notices. Any notice permitted or required to be given as provided in these Bylaws may be delivered either personally or by mail. If delivery is by mail, notice shall be deemed to have been delivered 48 hours after the notice has been deposited in the United States mail, postage prepaid.

11.3 Conflict of Provisions. In case of any conflict between the provisions of the Declaration or the Articles of Incorporation or these Bylaws, the Declaration shall control over the Articles and Bylaws and the Articles shall control over the Bylaws.

11.5 Independent Entity. The Corporation shall be an independent entity separate and apart from the directors and the Unit Owners. All contracts and agreements between the Corporation and any of the Unit Owners shall be made as between independent contractors. Except as is specifically provided in these Bylaws or as may be unanimously agreed between all of the parties, the officers, agents and employees of the Corporation, when acting for and on behalf of the Corporation, shall not be deemed employees of any

Unit Owner, nor shall the employees of the Unit Owners or directors be deemed employees of the Corporation.

11.6 Severability. The provisions of the Bylaws shall remain independent and severable, and invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

11.7 Headings. The headings in the Bylaws are for convenience and shall not in any way limit or be deemed to construe or interpret the terms or provisions hereof.

18.11 Construction. As used in these Bylaws, the singular includes the plural, the male gender shall include the feminine gender and the neuter, and the word “shall” is mandatory and the word “may” is permissive.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

- 1. That I am the Secretary of 375 Beale Condominium Corporation, a California non-profit mutual benefit corporation; and

- 2. That the foregoing Bylaws constitute the Bylaws of said corporation as duly approved and amended by the Board of Directors of this corporation, at a meeting duly held on _____, 2017, at San Francisco, California.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this _____ day of _____, 2017.

_____, Secretary

AGENDA ITEM 5

Date: October 27, 1982
W.I.: 99110
I.D.: File 1
Referred by: Administration Committee
Revised: 06/26/91-C 07/27/94-C
11/18/98-C 06/28/00-C
11/20/02-C 09/28/11-C
05/22/13-C 03/25/15-C
09/28/16-C

ABSTRACT

Resolution No. 1198, Revised

Subject

This resolution adopts the amendments to the Metropolitan Transportation Commission's Conflict of Interest Code, directs the Executive Director to submit a copy of the amended code to the Fair Political Practices Commission, provides for future amendments, and revises Appendix A of the Commission Procedures Manual (Resolution No. 1058).

Resolution No. 1198 supersedes Resolution No. 859.

This resolution was revised on June 26, 1991 to include the disclosure of "business positions in business entities," to add a disclosure category for telecommunications services and equipment manufacturers to cover the activities of the MTC SAFE, to update the designated positions to reflect MTC's current organizational structure, and to clarify the definition of "consultant."

This resolution was revised on July 27, 1994 to amend the disclosure categories to cover MTC and MTC SAFE activities in the areas of towing services and intelligent vehicle highway systems (IVHS) and to update the designated positions to reflect MTC's current organizational structure.

This resolution was revised on November 18, 1998 to amend the conflict of interest code to reflect changes in FPPC regulations, amend the disclosure categories to cover the MTC Service Authority for Freeways and Expressways ("MTC SAFE") and Bay Area Toll Authority ("BATA") activities, and to update the designated positions to reflect MTC's current organizational structure. .

This resolution was revised on June 28, 2000 to add Associate Counsel as a designated position, delete the Legislation and Public Affairs and Finance sections to create one Funding and External Affairs section, and rename Treasury to Finance.

Abstract
MTC Resolution No. 1198
Page 2

This resolution was revised on November 20, 2002, to delete the Funding and External Affairs section, to create a Programming and Allocations section and a Legislation and Public Affairs section, and to replace the Deputy Executive Director's position with two Deputy Directors' Positions.

This resolution was revised on September 28, 2011, to update the designated positions to reflect MTC's current organizational structure and disclosure categories.

This resolution was revised on May 22, 2013, to more accurately reflect the most current designated positions and assigned disclosure categories in MTC's organizational structure.

This resolution was revised on March 25, 2015, to more accurately reflect the most current designated positions and assigned disclosure categories in MTC's organizational structure.

This resolution was revised on September 28, 2016, to more accurately reflect the most current designated positions and assigned disclosure categories in MTC's organizational structure, and to add Clipper® Executive Board member as a designated position.

Date: October 27, 1982
W.I.: 99110
I.D.: File 1
Referred by: A&O Committee

RE: Adoption of the Amendments to the Metropolitan Transportation Commission's Conflict of Interest Code.

METROPOLITAN TRANSPORTATION COMMISSION

RESOLUTION NO. 1198

WHEREAS, the Metropolitan Transportation Commission (MTC), is the regional transportation planning agency pursuant to Government Code § 66500 *et seq.*; and

WHEREAS, MTC has adopted for purposes of the Political Reform Act (Government Code § 81000 *et seq.*) a Conflict of Interest Code (Resolution No. 859) which has been approved by the Fair Political Practices Commission; and

WHEREAS, MTC desires to amend its Conflict of Interest Code; and

WHEREAS, the proposed amendments have been submitted to the public for comment and subject to a public hearing; now, therefore, be it

RESOLVED, that the amended Conflict of Interest Code, incorporated herein as though set forth at length as Attachment A, is adopted; and, be it further

RESOLVED, that the Executive Director is directed to submit a copy of the Conflict of Interest Code to the California Fair Political Practices Commission for approval; and, be it further

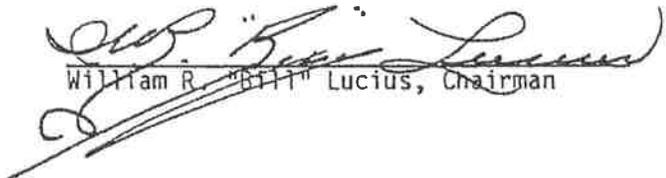
RESOLVED, that MTC may from time to time further amend Attachment A as appropriate, in accordance with the applicable statutory and regulatory provisions; and, be it further

RESOLVED, that MTC Resolution No. 859 is superseded by Resolution No. 1198; and, be it further

Resolution No. 1198
page two

RESOLVED, that Appendix A of the Commission Procedures Manual (MTC Resolution No. 1058) is revised by Resolution No. 1198.

METROPOLITAN TRANSPORTATION COMMISSION


William R. "Bill" Lucius, Chairman

The above resolution was entered into by the Metropolitan Transportation Commission at a regular meeting of the Commission held in Oakland, California, on October 27, 1982.

Date: October 27, 1982
W.I.: 99110
I.D.: File 1
Referred by: A&O Committee
Revised: 06/26/91-C 07/27/94-C
11/18/98-C 06/28/00-C
11/20/02-C 09/28/11-C
05/22/13-C 03/25/15-C
09/28/16-C

Attachment A - Resolution No. 1198
Page 1 of 4

**CONFLICT OF INTEREST CODE FOR THE
METROPOLITAN TRANSPORTATION COMMISSION**

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Metropolitan Transportation Commission (MTC), a statutorily created regional transportation planning agency pursuant to Government Code Section 66500 *et seq.*, is for the purposes of the Political Reform Act, a local government agency pursuant to Government Code Section 82041. MTC also functions as the MTC Service Authority for Freeways and Expressways (“MTC SAFE”) pursuant to Streets and Highways Code Sections 2550-2556, and the Bay Area Toll Authority (“BATA”) pursuant to Streets and Highways Code Section 30950 *et seq.* The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearings, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Sec. 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Metropolitan Transportation Commission (MTC)**.

Individuals holding designated positions shall file their statements of economic interests with **MTC**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by **MTC**.

AGENDA ITEM 5

Date: October 27, 1982
W.I.: 99110
I.D.: File 1
Referred by: A&O Committee
Revised: 06/26/91-C 07/27/94-C
11/18/98-C 06/28/00-C
11/20/02-C 09/28/11-C
05/22/13-C 03/25/15-C
09/28/16-C

Attachment A - Resolution No. 1198
Page 2 of 4

APPENDIX A

DESIGNATED POSITIONS

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Deputy Executive Director, Policy	1, 3, 4
Deputy Executive Director, Operations	1, 3, 4
General Counsel	1, 3, 4
Deputy General Counsel	1, 3, 4
Senior Counsel	1, 3, 4
Associate Counsel	1, 3, 4
Special Counsel	1, 3, 4
Director, Administrative Services (ADS)	2, 3
Director, Planning (PLN)	2, 3
Director, Operations (OPS)	2
Director, Electronic Payments (EPS)	2
Director, Programming and Allocations (PAC)	2, 3
Director, Legislation and Public Affairs (LPA)	1, 3
Director, Technology Services (TSS)	2
Director, Bay Area Headquarters Authority ("BAHA")	1, 3
Principals: ADS, PLN, PAC	2, 3
Principals: OPS, EPS, TSS	2
Principals: LPA	1
Principals: BAHA	1, 3
Principals: Finance	1
Clipper® Executive Board Members	2
Consultants/New Positions	*

*Consultants and new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

AGENDA ITEM 5

Date: October 27, 1982
W.I.: 99110
I.D.: File 1
Referred by: A&O Committee
Revised: 06/26/91-C 07/27/94-C
11/18/98-C 06/28/00-C
11/20/02-C 09/28/11-C
05/22/13-C 03/25/15-C
09/28/16-C

Attachment A - Resolution No. 1198
Page 3 of 4

The Executive Director may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.) Nothing herein excuses any such consultant from any other provision of the conflict-of-interest code.

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below manage public investments and shall file a statement of economic interests pursuant to Government Code Section 87200.

MTC Commissioners
Chief Financial Officer
Executive Director

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Date: October 27, 1982
W.I.: 99110
I.D.: File 1
Referred by: A&O Committee
Revised: 06/26/91-C 07/27/94-C
11/18/98-C 06/28/00-C
11/20/02-C 09/28/11-C
05/22/13-C 03/25/15-C
09/28/16-C

Attachment A - Resolution No. 1198
Page 4 of 4

APPENDIX B

DISCLOSURE CATEGORIES

Designated positions shall disclose pursuant to the appropriate disclosure category as indicated in Appendix A.

- CATEGORY 1** – Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from, entities that provide services, products, or equipment of the type utilized by MTC, including public utilities, consultants, transportation companies, and manufacturers.

- CATEGORY 2** – Investments and business positions in business entities, and income including receipt of loans, gifts, and travel payments, from, sources that provide services, products, or equipment of the type utilized by the designated position’s department or division.

- CATEGORY 3** – All interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by MTC.

- CATEGORY 4** – Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from, sources that filed a claim against MTC during the previous two years, or have a claim pending against MTC.

This is the last page of the conflict of interest code for **Metropolitan Transportation Commission**.



CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict of interest code for **Metropolitan Transportation Commission** was approved on 6/30/ 2016. This code will become effective on 7/30/ 2016.

A handwritten signature in black ink, appearing to be "B. Lau", written over a horizontal line.

Brian G. Lau

Senior Commission Counsel

Fair Political Practices Commission

EXHIBIT C**RULES OF THE CORPORATION**

Introduction. These rules (“Rules”) have been promulgated by the Board of Directors (“Board”) of 375 Beale Condominium Corporation, a California non-profit mutual benefit corporation (“Corporation” or “Association”), for the four unit commercial condominium located at 375 Beale Street, San Francisco, California, and are the Rules referred to in the recorded Declaration of Covenants, Conditions and Restrictions for that four unit commercial condominium (“Declaration”). The Declaration shall govern in the event of any inconsistency between the Rules and the Declaration.

Terms used in these Rules that are defined in the Declaration have the meanings in these Rules that are assigned in the Declaration.

These Rules may be amended by the Board at any time in accordance with Section 12.08 of the Declaration, except as provided in Articles 1.7 and 2.29 of these Rules. A copy of these Rules and all amendments of these Rules shall be mailed to each Unit Owner and a copy shall be available for inspection in the office of the Facility Operator.

Article 1. The Rules in this Article 1 provide for the operation of the Agency Space, the Beale Street entrance and building lobby, and the Jointly Used Space.

- 1.1. All Unit Owners that are governmental entities shall have first priority use of the Jointly Used Space. All other governmental users shall have second priority use of the Jointly Used Space. All the tenants of Unit Owners of the Commercial Space shall have third priority use of the Jointly Used Space, but only with respect to the conference rooms designated for use of such commercial tenants, and subject to the limitations provided for in Section 1.03(b) of the Declaration.
- 1.2. Booking and use of the first floor Board Room, the Claremont Room and the Mission Room shall be coordinated by the Facility Operator with use limited to governmental users only and with priority given to Unit Owners. The Yerba Buena and Ohlone Conference Rooms shall be managed by the Facility Operator with priority given to Unit Owners.
- 1.3. Use or and booking of the first floor conference rooms and the Jointly Used Space conference rooms on the Agency Floors shall be managed in accordance to a Room Reservation Policy and a scheduling system to be established by the Board of Directors and coordinated by the Facility Operator. The policy will not apply to the designated executive director and legal conference rooms or agency specialty rooms. Any fees collected for the use of such conference rooms shall be paid to the Corporation.

Exhibit C-1

- 1.4. The Facility Operator shall have overall management and control of the Agency Space, the Agency Space Common Area, and the Jointly Used Space, subject to direction from BAHA, the Declaration, and to any general policies established by the Board.
- 1.5. The Facility Operator shall have overall management and control of signage and events in and the functional appearance of 375 Beale Street lobby and Beale Street entrance, subject to direction from BAHA and to any general policies established by the Board. The Board shall have the right to reasonably approve any commercial signage that BAHA desires to install in the lobby or on the Beale Street entrance of the exterior of the Facility, as further described in Section 4.01(b) of the Declaration.
- 1.6. Facility Common Assessments, Agency Common Assessments and Special Assessments approved by the Board shall be payable by all Unit Owners to the Facility Operator at the times and in the manner provided in the Declaration.
- 1.7. The Unit Owners have agreed to allow other Unit Owner's employees and agents to occupy and use certain other portions of their respective Units. This right only applies to Lots 2, 3 and 4, and shall not apply to the Commercial Space. The locations of such occupancy and use rights are described on that certain set of "All Floor Plans" dated May 4, 2016, and prepared by Relocation Connections, Inc. (the "Floor Plans"), which are incorporated by this reference. For avoidance of doubt, the red lines and bracketing on the Floor Plans define the space a Unit Owner may occupy and the names attached to specific spaces are illustrative only as employees change from time to time.. Each Unit Owner shall maintain such portion of any other Unit used in accordance with the Floor Plans in a good and clean condition, and shall repair any damage caused by the use of the applicable Unit, normal wear and tear excepted. The use and occupancy rights described in this Article 1.7 are licenses and shall not run with title to the Unit. The licenses given by this Article 1.7 shall continue so long as each Unit Owner owns their respective Unit, until such time as the applicable Owners agree to terminate or modify such license(s). If a Unit Owner transfer title to their Unit, then that Owner's Unit shall no longer be subject to the licenses described in this Article 1.7, and the new Owner shall not have the right to use the licenses in favor of the Unit Owner transferring title to their Unit. The Unit Owners shall cooperate reasonably and in good faith with respect to such licenses.

Article 2. The Rules in this Article 2 apply to all Unit Owners. Each Unit Owner is responsible for compliance with these Rules by its occupants and its and their employees, agents, contractors, and invitees, each of whom shall faithfully observe and comply with these Rules.

- 2.1 Access to the 375 Beale Street building and spaces inside shall be controlled by a card access system administered and controlled by the Facility Operator. Each Unit Owner shall have the right and responsibility to control access, including hours of access and levels of security clearance, to the portions of its Unit that are

Exhibit C-2

used exclusively by the Unit Owner and that are not part of the open office plan shared with other governmental the Unit Owners, subject to any rights of the Facility Operator or other occupants of the Agency Space to obtain access to IDF or network closets. Each Unit Owner, at its sole expense, may install its own security system within the above-described portions of its Unit or provide its own security service for such portions of its Unit, or both; provided that any such security system shall be subject to the Facility Operator's prior written approval and shall be compatible with The Facility Operator's card access system and that the Unit Owner shall give the Facility Operator keys or access codes to any such system.

- 2.2 All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to 375 Beale Street, unless electrical hold backs have been installed.
- 2.3 The Facility Operator has the right to close and keep locked all entrance and exit doors of 375 Beale Street during such hours as are customary for comparable buildings in the downtown San Francisco area. Each Unit Owner must be sure that the doors to 375 Beale Street are securely closed and locked when leaving the building after the normal hours of business for 375 Beale Street. Any person entering or leaving 375 Beale Street at any time when it is so locked, or any time when it is considered to be after normal business hours for 375 Beale Street, may be required to sign a register. After-hours access by persons authorized by a Unit Owner may be provided by card-key access or other procedures adopted by the Facility Operator from time to time. The Facility Operator shall in no case be liable for damages for any error with regard to the admission to or exclusion from 375 Beale Street of any person.
- 2.4 Each Unit Owner shall pay for the costs of all access cards provided to its authorized persons and all replacements thereof for lost, stolen or damaged cards. Access to 375 Beale Street may be refused unless the person seeking access has proper identification or has a previously arranged a pass for such access.
- 2.5 In case of invasion, mob, riot, public excitement, or other commotion, the Facility Operator reserves the right to prevent access to 375 Beale Street during the continuance of same by any means it deems appropriate for the safety and protection of life and property.
- 2.6 Residency in or overnight use and occupancy of any portion of 375 Beale Street is strictly prohibited.
- 2.7 Each Unit Owner shall not disturb, solicit, or canvass any occupant of 375 Beale Street, except any canvassing conducted in the normal course of carrying out its governmentally mandated duties, excluding reasonable fundraising activities or charitable events that are approved by the Facility Operator.

Exhibit C-3

- 2.8 The Facility Operator reserves the right to exclude or expel from 375 Beale Street any person who, in the judgment of the Facility Operator, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules.
- 2.9 The Facility Operator shall maintain a property management office and/or a designated office location for the Facility Operator at 375 Beale Street that is accessible to the Unit Owners during regular business hours. An after-hour number will be made available for emergencies. The Facility Operator shall maintain staff, contractors and consultants to carry out the responsibilities of the Facility Operator. Unit Owners shall follow established protocols for communicating service requirements to the Facility Operator or representatives.
- 2.10 No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from 375 Beale Street or carried up or down in the elevators, except upon prior notice to The Facility Operator, and in such manner, in such specific elevator, and between such hours as shall be designated by The Facility Operator. The Unit Owner shall provide The Facility Operator with not less than 24 hours' prior notice of the need to utilize an elevator for any such purpose, so as to provide The Facility Operator with a reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of 375 Beale Street. Courier delivery services companies such as FedEx, UPS, and DHL are excluded from these requirements.
- 2.11 Any improvements or alterations shall be subject to the limitations and provisions of Sections 5.03 and 5.04 of the Declaration, and such other construction rules and procedures reasonably imposed by the Facility Operator.
- 2.12 The Facility Operator shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into 375 Beale Street. Safes and other heavy objects shall, if considered necessary by the Facility Operator, stand on supports of such thickness as is necessary to properly distribute the weight. The Facility Operator will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of 375 Beale Street, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of the Unit Owner and any expense of said damage or injury shall be borne by the Unit Owner. The Unit Owner shall not overload the floor of its Unit.
- 2.13 The Unit Owner shall provide its occupants and employees with pertinent information that is provided by the Facility Operator for distribution.
- 2.14 The Unit Owners are responsible for the cost of the installation, maintenance and replacement of all interior signage related to their operations and services within their Units.

Exhibit C-4

- 2.15 The Facility Operator shall have the right to control and operate the public portions of 375 Beale Street, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of the Unit Owners and other occupants of 375 Beale Street, in such manner as is customary for comparable buildings in the vicinity of 375 Beale Street.
- 2.16 Licensed service animals are not allowed to roam unattended or off leash in 375 Beale Street. Pets are not allowed in 375 Beale Street.
- 2.17 The Unit Owners shall not use any method of heating or air conditioning other than that which may be supplied as part of the existing condition of the building, without the prior written consent of the Facility Operator.
- 2.18 The Unit Owners shall not waste electricity, water or air conditioning and shall cooperate fully with the Facility Operator to ensure the most effective operation of 375 Beale Street's heating and air conditioning system, and shall refrain from attempting to adjust any controls.
- 2.19 Space heaters are not allowed in 375 Beale Street.
- 2.20 The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Unit Owner who, or whose employees or agents, shall have caused it.
- 2.21 No cooking shall be done or permitted by the Unit Owners at 375 Beale Street, except for barbeques as part of special events in Rincon Place, that are approved by the Facility Operator. No gas or electric stove, range tops, toaster ovens and/or hot plates are permitted. Underwriter's Laboratory-approved equipment and microwave ovens may be used in the designated kitchen/pantry areas for heating food and brewing coffee, tea, hot chocolate and similar beverages, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations, and does not cause odors that are objectionable to the Facility Operator, other Unit Owners or occupants of 375 Beale Street. No open fire flames are permitted including but not limited to chafing dishes or candles.
- 2.22 Refrigerators are not permitted to be used in areas other than a kitchen/pantry area.
- 2.23 Each Unit Owner shall store all its trash and garbage within the interior of 375 Beale Street. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City and County of San Francisco without violation of any law or ordinance governing

Exhibit C-5

such disposal. Each Unit Owner shall comply with any recycling programs imposed by applicable laws or Facility Operator. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as the Facility Operator shall designate.

- 2.24 Each Unit Owner shall comply with all safety, fire protection and evacuation procedures and regulations established by the Facility Operator or any governmental agency.
- 2.25 Except for any such materials used or tested in the laboratory designated on the Occupancy Plan, no Unit Owner shall use or keep in 375 Beale Street any kerosene, gasoline or other inflammable or combustible fluid or material or use, keep or permit to be used or kept, any foul or noxious gas or substance in 375 Beale Street, or permit or allow it Unit to be occupied or used in a manner offensive or objectionable to the Facility Operator or other occupants of 375 Beale Street by reason of noise, odors, or vibrations, or interfere in any way with other Unit Owners or occupants of 375 Beale Street or those having business therewith. BAQMD SHALL BE REQUIRED TO PROVIDE INFORMATION ABOUT AND PROCEDURES FOR USE OF ANY SUCH LABORATORY MATERIALS, WHICH PROCEDURES SHALL BE SUBJECT TO THE BOARD'S REASONABLE APPROVAL.
- 2.26 Unit Owners shall provide the Facility Operator with notification of the use or storage of any hazardous materials and chemicals
- 2.27 Smoking is not permitted in the Building or within 25 feet of the building including air intakes and entrances to the Building. Each Unit Owner shall comply with all other non-smoking ordinance adopted by any applicable governmental authority.
- 2.28 The Facility Operator will provide vehicle parking to members of Unit Owner's governing boards to attend public meetings at no charge to the board members. Unit Owners shall park all other vehicles in designated agency parking spaces in accordance to parking plans established by the Board, and consistent with the Declaration. All other visitors and users of the parking facilities will comply with the rules established by the Facility Operator and at rates adopted by BAHA.
- 2.29 Bicycles of any kind are not permitted in 375 Beale Street at any time except in the designated storage spaces. Each Unit Owner shall comply with the following Rules for the Bicycle Storage and Locker Area (BSL Area).

BIKE STORAGE

- a) Bike racks will be accessible by the Unit Owners and other occupants of 375 Beale Street only.

Exhibit C-6

- b) Users must store bicycles on the provided bicycle racks only. If the rack is full, the user shall inquire of the Facility Operator for the location of alternate bike storage areas.
- c) Users shall not block the entrance to the BSL Area or position bicycles in a manner that will impede others from entering or exiting the BSL Area.
- d) Bicycle owners' locks should be used to secure bikes stored in the BSL Area at all times.
- e) Locks will not be provided.
- f) Bike racks are intended to be used by Users while they are present at 375 Beale Street. Bike racks will be checked nightly by Building Security. If a bicycle is left on the rack for more than three consecutive nights without prior permission from the Facility Operator, the lock will be cut and the bicycle removed by Building Security. Contact Building Security to reclaim your bike.
- g) Users shall report any suspicious activity, vandalism or damage to Building Security immediately.
- h) All Users agree to use the bike racks at their own risk and assume any and all liability.

Any violations of this Rule 2.29 will result in cancellation of bike storage privileges.

LOCKERS

- a) The BSL Area will be accessible by the Unit Owners and other occupants of 375 Beale Street only and on a first come, first serve basis.
- b) The BSL Area may be subject to closure from time to time by the Facility Operator for the purposes of maintenance, repair, renovation or construction.
- c) Locks should be used to secure personal belongings stored in the Locker Areas at all times and removed daily.
- d) Locks will not be provided.
- e) Personal items, including, without limitation, clothes and towels, may not be stored in lockers overnight.
- f) The Locker Areas will be checked nightly by Building Security and any locks remaining on lockers will be cut and contents confiscated for pick up by locker user at a later date.
- g) All Users agree to use the BSL Area at their own risk and assume any and all liability.

Any violations of this Rule 2.29 will result in cancellation of the locker room privileges.

For the safety of all the Unit Owners and personnel of the Facility Operator, the only access permitted to and from the bike racks is via the **Harrison Street entrance/exit**. Bicycles are not permitted on vehicle entrance and exit lanes or the Loading Dock.

The Facility Operator may add, change or delete any portion of this Rule 2.29 and change the method of operation to ensure maximum enjoyment of the BSL Area.

Exhibit C-7

- 2.30 The Facility Operator shall have the right to interpret these Rules as necessary or appropriate for the management of 375 Beale Street and the preservation of good order therein.

Exhibit C-8

375 BEALE
CONDOMINIUM CORPORATION
Memorandum

Bay Area Metro Center, Suite 800
375 Beale Street, San Francisco, CA 94105
TEL 415.778.6700
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Date: June 20, 2017

AGENDA ITEM 8

Subject: Operating Budget and Assessments for FY 2017-18

Attached for your review and approval is the FY 2017-18 budget for the 375 Beale Condo. The assessments increased overall by \$824,000 to offset the increase in expenses as explained below. The detailed operating budget is included as Attachment A.

Revenue:

- Assessment fee – common area. BAHA, ABAG and the Air District will contribute their proportional share of the building common area. The amount increased by \$625,000 and this mainly attributable to (1) higher security costs, (2) an additional journeyman for maintenance, a 3% increase in the building engineering contract, and (3) an increase in cleaning costs due to higher occupancy
- Assessment fee – shared services. BAHA, ABAG and the Air District will contribute their proportional share of the shared service costs such as office supplies and shared printers. The cost increased by \$200,000 from the prior year mainly due to new IT service contracts replacing the original expired warranties.

Expenses:

- \$625,000 increase in the Contractual services, Cushman & Wakefield, due to additional building engineers, an additional day porter and higher security costs.
- \$200,000 increase in IT services due to new IT services contracts replacing the expired warranties.
- Salaries and Benefits and associated overhead costs remain at the same level as FY 2016-17 and other expenses such as shuttle services expense was removed and added a special events budget for \$50,000.

Recommendation:

Staff recommends that the Board approve the Operations Budget for FY 2017-18 for shared services.

Attachment

BAHA Condo and Shared Services Operations Budget FY 2017-18

	Adopted Budget FY 2016-17	Original Budget FY 2017-18	Change % Inc./Dec	Change \$ Inc./Dec
Revenue:				
Assessment Fee				
Common Area				
BAAQMD	\$ 1,237,723	\$ 1,444,218	16.7%	\$ 206,495
ABAG	203,909	174,567	-14.4%	(29,342)
MTC	1,577,206	2,024,691	28.4%	447,485
Total Common Area	<u>3,018,838</u>	<u>3,643,476</u>	<u>20.7%</u>	<u>624,638</u>
Shared Services				
BAAQMD	604,220	656,294	8.6%	52,074
ABAG	110,091	150,433	36.6%	40,342
MTC	741,835	848,972	14.4%	107,137
Total Shared Services	<u>1,456,146</u>	<u>1,655,699</u>	<u>13.7%</u>	<u>199,553</u>
Total Revenue	<u>\$ 4,474,984</u>	<u>\$ 5,299,175</u>	18.4%	<u>\$ 824,191</u>
Expense:				
Salaries and Benefits	\$ 562,048	\$ 576,692	2.6%	\$ 14,644
Overhead	240,098	264,030	10.0%	23,932
Postage meter and Direct TV	12,000	12,000	0.0%	-
Supplies	256,000	256,000	0.0%	-
Contractual services	3,018,838	3,643,476	20.7%	624,638
Shuttle services	50,000	-	-100.0%	(50,000)
IT licenses, maintenance	261,000	456,977	75.1%	195,977
Contingency	25,000	25,000	0.0%	-
Insurance	50,000	10,000	-80.0%	(40,000)
Catering	-	5,000	-	5,000
Special Event Setups	-	50,000	-	50,000
Total Expense	<u>\$ 4,474,984</u>	<u>\$ 5,299,175</u>	18.4%	<u>\$ 824,191</u>



METROPOLITAN
TRANSPORTATION
COMMISSION

AGENDA ITEM 10

Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105
TEL 415.778.6700
WEB www.mtc.ca.gov

Memorandum

TO: MTC All Staff

DATE: June 2, 2017

FR: Director, Administrative Services

RE: Updated EDMM 352: Purchasing/Contracting Policies

The attached updated EDMM 352, Third-Party Contracting Policies and Procedures went into effect on June 1, 2017. EDMM 352 establishes Agency policies and procedures for the competitive procurement of and contracting for goods, services and equipment.

The major changes to the policy and procedures are summarized below:

1. Adds Bench and A&E as types of Agency procurements and contracts.
2. Clarifies protest procedures.
3. Details the type of services considered A&E, and provides detailed requirements for ranking Statement of Qualifications (SOQ) submitted in response to Request for Qualifications (RFQ) and mini-RFQ.
4. Clarifies the considerations for issuance of a RFQ vs. a Request for Proposal (RFP).
5. Details requirements for Bench (including A&E) procurements and contract awards.
6. Updates the pre-award and interim audit requirements.

If you have questions regarding the new policy and procedures, please do not hesitate to contact Contract Administrator Denise Rodrigues at x5297 or via email at drodri@mtc.ca.gov.

Teri Green

Attachment

J:\CONTRACT\Contract Misc\EDMM & Bench Update\Current EDMMs\Memo EDMM 352 Revision 6.17.docx

EXECUTIVE DIRECTOR'S MANAGEMENT MEMORANDUM NO. 352

- EDMM NO.: 352
(This EDMM combines and supersedes MTC EDMMs 310, Purchasing and 352, Contract Procedures)
- SUBJECT: **THIRD-PARTY CONTRACTING POLICIES AND PROCEDURES**
- PURPOSE: This memorandum establishes the Agency's policy and procedures for entering into and administering contracts with vendors, contractors and consultants (sometimes referred to generically in this EDMM as "contractors").
- APPLICABILITY: This memorandum applies to all purchases of goods, services, equipment, professional services agreements and other third-party contracts of any type entered into by MTC, BATA, MTC SAFE, BAHA, and BAIFA (each, an "Agency").

The competitive procurement requirements in this EDMM do not apply to the following types of purchases:

1. Agency business travel
2. Agency sponsored training and professional development
3. Professional organization memberships
4. Utilities, postage, transit tickets, and other goods and services that cannot be procured competitively
5. Temporary agency personnel services
6. Employee computer purchase program
7. Agency sponsored business meetings or events (including tickets, food, rentals, etc.)
8. Agreements with other public entities
9. Utilization of financial services authorized through an approved board resolution pursuant to the issuance and administration of approved debt issuance
10. Software, hardware, and equipment included in the approved IT Standards and Sole Source Purchasing Memorandum
11. Specialized legal services of an urgent nature, such as litigation, after properly disclosing the nature of the legal services and estimated costs to the Authorizing Board (as defined on page 6)

The preceding types of purchases must comply with contract approval requirements and thresholds.

POLICY:

A. Authority to Contract

MTC's power to contract stems from its enabling statute, Section 66500 *et seq.* of the California Government Code. More specifically, MTC may "[c]ontract for or employ any professional services required by the commission or for the performance of work and services which in its opinion cannot satisfactorily be performed by its officers and employees or by other federal, state, or local government agencies." California Government Code Section 66506(c).

BATA's power to contract stems from its enabling statute, Section 30910 *et seq.* of the California Streets and Highways Code. More specifically, BATA may "make and enter into contracts" and "acquire, construct, manage, maintain, lease, or operate any public facility or improvements." California Streets and Highways Code Sections 30951(a) and 30951(c).

MTC SAFE's power to contract stems from its enabling statute, Section 2550 *et seq.* of the California Streets and Highways Code. More specifically, MTC SAFE may "contract and may undertake any act convenient or necessary to carry out this chapter and any other law relating to the authority." California Streets and Highways Code Section 2554.

BAIFA's and BAHA's power to contract stems from the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code, and MTC and BATA's powers as summarized above. More specifically, "two or more public agencies by agreement may jointly exercise any power common to the contracting parties." California Government Code Section 6502.

B. Full and Open Competition

It is the policy of the Agency that goods and services be procured in a manner that provides full and open competition, consistent with applicable federal and state statutes and regulations. (See 49 *Code of Federal Regulations (CFR)* § 18.36(c) and 2 *CFR* § 200.319; and *Federal Transit Administration (FTA) Circular No. 4220.1F* or its successor publication).

C. Standard for Award in Competitively Negotiated Contracts

It is the Agency's policy to award professional service and other contracts, not suitable for selection, based on low bid to the responsible individual or firm whose services are the most advantageous and of the best value to the Agency. Factors such as the quality of professional personnel, technical design, approach to performance, soundness of the management plan, financials, and cost are relevant to determining the most advantageous and highest value offer.

D. Conflict of Interest

1. No employee, officer, advisor, or agent of the Agency shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise if any of the following has a financial or other interest in the prospective consultant or contractor (or any subcontractors) considered for award:

- a) The employee, officer, advisor, or agent;
- b) Any member of his or her immediate family;
- c) His or her domestic or business partner; or
- d) An organization that employs any of the above, or with which any of them have an arrangement concerning prospective employment. (See 49 CFR § 18.36(b)(3).)

2. No employee, officer, advisor, or agent of the Agency may have a financial interest in any contract made by them in their official capacity, or in the case of Authorizing Board members, by the Authorizing Board when they are members. Government Code §§1090 and 87100. (See MTC Resolution No.1198, Revised, Agency Conflict of Interest Code, which has been adopted by all the other Agencies).

3. No employee, officer, advisor, or agent of the Agency shall solicit or accept gratuities, favors, or anything of monetary value from consultants, vendors, contractors or potential consultants, vendors, contractors or parties to sub-agreements where the gift is an unsolicited item of \$50 or more in value (Government Code §87207), or multiple items aggregating \$470 or more in value (as that amount is adjusted by the Fair Political Practices Commission) within twelve months prior to the time the decision is made (Government Code §87103(e)).

4. It is the Agency's policy not to award contracts to consultants when there is an organizational conflict of interest. An organizational conflict of interest exists when a consultant or contractor, because of other activities, relationships, or contracts, is unable or potentially unable to render impartial assistance or advice to the Agency, and the consultant's objectivity in performing the contract work is or might be otherwise impaired or a consultant has an unfair competitive advantage. Whenever the Agency is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the consultant. (See FTA Circular 4220.1F(VI.2.a(4)(h)).

5. Agency conflict of interest policies apply to both personal and organizational conflicts of interest (1 and 4 above) and apply to both real and apparent conflicts. An apparent conflict of interest exists when a reasonable person with all of the material facts believes that there appears to be a conflict.

6. Violators of these conflict of interest standards are subject to penalties, sanctions or other disciplinary actions, up to and including termination (see MTC Resolution No. 1198, Revised; Government Code §§1090 and 87100 *et seq.*).

7. Any questions regarding a potential conflict of interest should be referred to the Office of the General Counsel for advice and consultation.

E. Nondiscrimination in the Procurement Process

No employee, officer, advisor, or agent of the Agency shall, on the grounds of race, color, sex, sexual orientation, religion, national origin, ancestry, age, physical or mental disability, medical condition, or pregnancy, childbirth or related medical conditions, permit discrimination against any person or group of persons in connection with the procurement of professional services (*California Civil Code § 51; California Government Code § 11135; Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332*).

F. Disadvantaged Business Enterprise (DBE)

It is the policy of the Agency to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to Agency's procurement and professional services activities. In connection with the performance of applicable agreements with the Agency, Agency consultants carrying out projects that receive federal funds are required to cooperate with the Agency in meeting these commitments and objectives. (MTC Resolution No. 3196 and annual MTC resolutions authorizing the DBE program; MTC SAFE Resolution No. 34, revised; 2 *CFR* § 200.321 and 49 *CFR* § 18.36(e); and 49 *CFR* Part 26.)

G. Intergovernment and Interagency Procurements

Where it benefits the Agency to do so, the Agency may satisfy its procurement requirements through:

- collaborative intergovernmental procurements such as, but not limited to, the California Multiple Award Schedule (CMAS) administered by the State of California through the Department of General Services, or those administered by the General Services Administration. (see *FTA Circular 4220.1F (V.4)*);
- joint procurements with other government agencies, provided that all applicable federal, state, grant and other funding source requirements are properly followed and documented (see *FTA Circular 4220.1F (V.3)*); or

- following a documented public procurement process conducted by another government agency where the governing board approves the recommended contractor or the recommended contractor has been placed on a valid eligibility list.

H. Recycled Paper Products

It is the policy of MTC to use recycled paper products containing post-consumer and secondary waste materials whenever feasible (See EDMM 350, Resources Conservation Policy).

I. Environmentally Preferable Purchasing

The Agency encourages staff to conserve and reduce the use of paper, and other consumable office products such as file folders, toner, etc. whenever feasible.

RESPONSIBILITIES:

- A. The Authorizing Board is the appropriate governing board or committee with responsibility for authorizing the Agency to enter into purchase orders, contracts, and their related amendments. All purchase orders and contracts not subject to the Executive Director's (or designee's) signature authority are approved by the appropriate Authorizing Board.
- B. The Executive Director is responsible for promulgating these procedures and overseeing their implementation. In addition, the Executive Director, Deputy Executive Director(s) or other designee approves covered procurements and contracts within the delegated signature authority.
- C. Finance is responsible for certifying the availability of funds, issuing purchase orders, processing of invoice payments, auditing purchases, financial reporting, and for assuring that all contracts are included in the appropriate authorized budget, including MTC's Overall Work Program where applicable, and that the required funds are included in the adopted annual budget.
- D. The Office of the General Counsel (OGC) is responsible for interpreting the legal and regulatory requirements of this EDMM and for the legal reviews and approvals specified in the attachments to this EDMM. The Office of General Counsel shall also be the project manager of all legal services contracts.
- E. The Disadvantaged Business Enterprise Liaison is responsible for ensuring compliance with the U.S. Department of Transportation DBE requirements, for U.S. Department of Transportation funded procurements.
- F. The Section Director is responsible for ensuring purchases are in compliance with the adopted budget, reviewing and approving properly completed paperwork, authorizing purchases and contracts within the delegated signature authority, and authorizing vendor payment once goods and services have been rendered.
- G. The Contract Administrator is responsible for ensuring all procurements, purchase orders and contracts are in compliance with these contract procedures and applicable federal agency requirements for federally funded procurements.

PROCEDURES:

The procedures for soliciting and awarding purchase orders, professional services agreements and other third party contracts of any type entered into by an Agency are set forth in the attachments to this EDMM. Refer to the Project Manager's Guide for specific guidance on implementation. In the event that this EDMM and the Project Manager's Guide are not consistent, this EDMM prevails.

REFERENCES:

Delegation to Agency Committees:
MTC Resolution No. 1058, Revised

BATA Resolution No. 20, Revised
MTC SAFE Resolution No. 36, Revised

Delegated Signature Authority:
MTC Resolution No. 3619, Revised
MTC SAFE Resolution No. 44, Revised
BATA Resolution No. 46, Revised
BAHA Resolution No. 1, Revised
BAIFA Resolution No. 1, Revised

Project Manager's Guide (*Located in J: Contracts\Proj Mgr Guide*)

EFFECTIVE DATE: June 1, 2017
(*Supersedes EDMM 352, dated July 1, 2010, as revised May 15, 2015*)

DocuSigned by:
Steve Heminger
021DA2847D43405...

Steve Heminger, Executive Director

- Attachment A: General Contracting Guidelines
- Attachment B: Procurement Guidelines for Low Bid/Price Contracts
- Attachment C: Competitive Negotiation Procedures for Professional Services Contracts
- Attachment D: Review and Approval Guidelines
- Attachment E: Bench Contracts: Ranking and Selection Procedures

J:\CONTRACT\Contract Misc\EDMM & Bench Update\EDMM 352 3rd Party Contracting 2017_final.docx

EDMM 352
Procurement and Contracting Procedures and Guidelines
(June 1, 2017)

Procurement and Contract Guidelines

TABLE OF CONTENTS

	<u>Page</u>
ATTACHMENT A, GENERAL CONTRACTING GUIDELINES.....	1
1. GENERAL GUIDELINES	1
2. TYPES OF PROCUREMENTS AND SOLICITATIONS	1
<i>Table 1 - Types of Procurements and Solicitations.....</i>	<i>2</i>
3. PROCUREMENT DOCUMENT REVIEW AND APPROVAL PROCESS	2
4. NOTIFICATION TO POTENTIAL BIDDERS/PROPOSERS, AND LIST OF PROPOSERS	3
5. BIDDERS' OR PROPOSERS' CONFERENCE.....	3
6. FEDERALLY-FUNDED PROCUREMENTS	3
7. INSURANCE REQUIREMENTS	4
8. PROTESTS.....	5
9. SOLE SOURCE CONTRACTS	6
10. EMERGENCY ACTIONS	7
11. BUDGET APPROVAL	8
12. APPROVAL OF AWARDS	8
13. CONTRACT REVIEW AND APPROVAL.....	9
14. PAYMENT PROVISIONS	9
15. INVOICE APPROVAL	9
16. RECORD RETENTION	10
17. PUBLIC DISCLOSURE	10
18. ARCHITECTURAL AND ENGINEERING (A&E) SERVICES	10
ATTACHMENT B, PROCUREMENT GUIDELINES FOR LOW BID/PRICE CONTRACTS.....	11
1. TYPES OF WRITTEN LOW BID SOLICITATIONS	11
<i>Table 2: Types of Low Bid/Price Solicitations.....</i>	<i>11</i>
2. DIRECT ORDERS.....	11
3. PURCHASE ORDERS.....	12
4. PURCHASE ORDER AMENDMENTS.....	12
5. EXPIRING PURCHASE ORDERS.....	12
ATTACHMENT C, COMPETITIVE NEGOTIATION PROCEDURES FOR PROFESSIONAL SERVICES CONTRACTS.....	13
1. TYPE OF COMPETITIVELY NEGOTIATED WRITTEN SOLICITATIONS	13
<i>Table 3 – Competitive / Negotiated Solicitations.....</i>	<i>13</i>
2. CONTENT OF SOLICITATIONS	14
3. EVALUATION CRITERIA.....	15
4. DETAILED EVALUATION PROCEDURES.....	15
5. COST OR PRICE ANALYSIS.....	15
6. PROJECT DOCUMENTATION.....	15
7. CONTRACT BOILERPLATES.....	15
8. CONTRACT AMENDMENTS	16
9. PRE-AWARD AND INTERIM AUDITS	16
ATTACHMENT D, REVIEW AND APPROVAL GUIDELINES	17
<i>Table 4a: Written Procurements and Solicitations</i>	<i>17</i>
<i>Table 4b: Mini-Procurement.....</i>	<i>17</i>
<i>Table 5: Sole Source Memorandums</i>	<i>18</i>
<i>Table 6: Purchase Requisitions and Amendments</i>	<i>18</i>
<i>Table 7: Contracts and Agreements (New and Amendments).....</i>	<i>19</i>
ATTACHMENT E, BENCH CONTRACTS: RANKING AND SELECTION PROCEDURES	20

**ATTACHMENT A,
GENERAL CONTRACTING GUIDELINES**

1. General Guidelines

Goods and services shall be acquired through a procurement process that provides full and open competition consistent with all federal, state and agency regulations. The purchase of goods and services shall not be fragmented to circumvent the competitive procurement requirements.

2. Types of Procurements and Solicitations

Table 1 summarizes the various levels of competitive procurements and solicitations. Within those levels, Attachments B and C describe in general different types of procurement vehicles, such as low bid procurement, competitive proposals (requests for proposal, two-step procurements, and requests for qualification). More detailed descriptions of the types of procurements appear in the Project Managers' Guide.

Table 1 - Types of Procurements and Solicitations	
Type	Description Summary
Micro-Purchases <i>≤ \$3000</i> <i>Cumulative</i>	<ul style="list-style-type: none"> ▪ Project Manager makes a reasonable selection based on his/her experience or knowledge of the available resources and provided the price is fair and reasonable. ▪ Type of Agreement: Direct Order or Purchase Order; competitive procurement documentation is not required.
Informal Procurements <i>\$3,000 - \$25,000</i> <i>Cumulative</i>	<ul style="list-style-type: none"> ▪ Minimum of 3 bids solicited by telephone, internet, email and/or fax. ▪ May issue a written Solicitations of Quotations or Proposals (SOQ or SOP). ▪ Type of Agreement: Direct order or Purchase Order accompanied by documentation supporting the competitive bid process. ▪ If bids exceed \$25,000, Executive Office must approve the purchase. ▪ The Executive Office must approve amendments to purchase orders procured informally that cause the total contract value to exceed \$25,000.
Formal Procurements <i>> \$25,000</i> <i>Cumulative</i>	<ul style="list-style-type: none"> ▪ The Project Manager prepares a formal, written solicitation: Solicitations of Quotations or Proposals (SOQ and SOP), Invitations for Bid (IFB), Requests for Proposal (RFP), Requests for Qualifications (RFQ) or two-step procurements (RFQ/RFP). ▪ Type of Agreement: Purchase Order (SOQ or IFB) or Contract (Letter or Standard).
Combined or bundled purchases or similar Intergovernment Procurement Agreements <i>Any value</i>	<ul style="list-style-type: none"> ▪ The competitive solicitation requirement is satisfied if the firm is selected through a competitive bid process formally conducted by another government agency and the award specifically permits other government agencies to piggyback on the agreement. ▪ Type of Agreement: Purchase Order or Contract (Letter or Standard) accompanied by documentation of intergovernmental agreement.
Architectural and Engineering (A/E) Procurements - Any value	<ul style="list-style-type: none"> ▪ The Project Manager prepares a formal, written qualifications-based Request for Qualifications (RFQ). ▪ Type of Agreement: Purchase Order or Contract (Letter or Standard).
Pre-qualified Pool (Multiple Consultants/Bench) RFPs or RFQs <i>Any value</i>	<ul style="list-style-type: none"> ▪ When MTC plans to accomplish multiple projects relying upon the same or similar expertise and background, the Project Manager may elect to generate a panel of qualified firms from which to select particular consultants. ▪ Type of Agreement: Contract (Standard). ▪ If the total budget for the bench procurement exceeds the Executive Director's signature authority, the selection of the bench must be approved by an Authorizing Board when the bench is selected.

3. Procurement Document Review and Approval Process

In general, procurements do not require Authorizing Board approval before issuance. Written procurement documents are reviewed by the Section Director, Contract Administrator, Finance, Executive Office and the Office of General Counsel for adherence to this EDMM.

Procurement of all commercially available IT software, hardware, supplies and services that will be used within or connected to an Agency's computer systems and network (including Agency-hosted web sites) must be reviewed and approved by the Director, Technology Services or designee for adherence to IT technology standards, security policies and industry best practices. For procurement of IT software, hardware, supplies and services that will be used entirely outside of Agency computer systems and network, such as technology projects that are outsourced to contractors or hosted off-site, IT review may be requested to provide advice on industry best practices.

There is also a separate BATA network with standards for software, hardware, supplies and services that are to be approved by the BATA IT representative. IT review for other Agency purchases will be coordinated and approved by the appropriate IT representative for the Agency.

See Attachment D: Tables 4a and 4b for the review and approval process for written procurements and solicitations.

4. Notification to Potential Bidders/Proposers, and List of Proposers

All written solicitations must be posted on the MTC website, with notices (i.e. mail, email or fax) sent to firms in the MTC Vendor/Consultant database, the statewide DBE database and the Project Manager's vendor list. Other sources (i.e. websites, newspapers) may be used to ensure a diverse pool of potential bidders including local, woman-owned, minority-owned, and small businesses. Documentation of the vendor notification list must be maintained in the contract file.

After bids/proposals are due, the Contracts section must create a bid list that includes a list of actual bidders/proposers and that contains the following information:

1. Name and address of Firm,
2. DBE & non-DBE status (check http://www.dot.ca.gov/hq/bep/find_certified.htm),
3. SBE status (check <http://www.bidsync.com/DPXBisCASB>),
4. Age of Firm, and
5. Annual gross receipts.

5. Bidders' or Proposers' Conference

Solicitations may include a provision for a bidders' or proposers' conference to explain or clarify project requirements and to answer questions regarding the solicitation. It is Agency policy to hold a bidders' or proposers' conference in connection with all federally-funded procurements. Documentation of those who attend the conference must be maintained in the contract file.

Any changes to the provisions in the solicitation document must be issued as an Addendum to the solicitation and posted on the website for bidder reference. Responses to requests for clarifications in the solicitation materials shall be posted on the website for bidder reference.

6. Federally-funded Procurements

Federal funds have specific regulations that apply to procurements, particularly in the area of DBE. Therefore, the project manager should review current DBE regulations, requirements, and

compliance with the Agency DBE Liaison. RFPs for federally-funded projects must include the federal requirements included in the boilerplate Request for Proposal saved at J:\Contract/Procurement/Standard Forms/DOT Requirements (or a successor location). The DBE provisions to be included in federally-funded procurements appears in J:\CONTRACT\Procurements\Formats\RFP Template_final.dotx (or a successor location). Additional provisions may be required if the RFP involves research and development, procurement of materials and supplies, or construction.

A complete description of the procurement requirements for federally-funded contracts is set forth in 2 CFR Parts 200 and 1201 and 49 CFR Part 18.36 . The Federal Transit Administration (FTA) has provided procurement guidance by means of FTA Circular 4220.1, most recently issued as 4220.1F on March 18, 2013. This circular, as it is revised from time to time by FTA, should be consulted any time a FTA-funded contract over \$3,000 is entered into. No specific procedures for selecting consultants using CMAQ or STP funds have been issued by FHWA; State or Federal-aid highway-funded contracts are governed by the Caltrans Local Assistance Procedures Manual.

FTA does not permit contracts that were originally procured as non-federal to be “federalized.” In other words, federal funds cannot be added to a non-federally funded contract simply by adding or amending the agreement with federal clauses. In these instances, it is necessary to rebid the scope of work under federal guidelines.

Notwithstanding any other provision of this EDMM, the Office of General Counsel (OGC) must approve all federally-funded purchases exceeding \$3,000. Approval by the OGC means that, in the professional judgment of the reviewing attorney, federal requirements were followed.

7. Insurance Requirements

Detailed descriptions of the types of insurance coverage required of our contractors have been developed by the Agency’s insurance broker and may be obtained from the Contract Administrator. The standard insurance coverage levels (as listed in Agency contract boilerplates), at a minimum, should always be required when the type of work suggests more than nominal risk to the Agency (e.g., the contractor will interact with the public; use an automobile; or provide professional services such as architectural, engineering, legal, construction, or physical work such as equipment maintenance or installation).

Solicitations and resultant contracts must include language which requires that contractors obtain insurance at specified levels and to add the appropriate Agency (or Agencies), and its commissioners, officers, employees, and agents as additional insureds with respect to the activities under the project. In addition, for contracts resulting from informal purchase procedures or sole source selection, the applicable insurance requirements should be faxed or emailed to the prospective vendor/contractor with the procurement information.

The contractor is required to provide the Contract Administrator with certificates of insurance as evidence of coverage. Upon approval of the award and before payment can be authorized,

insurance compliance must be verified by the Agencies' insurance/risk manager vendor, as designated by the Administrative Services Section.

Requests for modification or waiver of insurance requirements must be cleared through the Contract Administrator.

8. Protests

I. All formal solicitations must notify prospective bidders/proposers that they may protest as follows:

- a) Any provision of a solicitation on the grounds that it is inconsistent with Agency procedures, including EDMM 352, or in violation of applicable federal, state or local law or regulation; or
- b) An Agency finding that the bidder's/proposer's bid/proposal is nonresponsive or that the bidder/proposer fails to meet minimum qualifications or that the bidder/proposer is nonresponsive; or
- c) The selection of a particular contractor on the grounds that Agency procedures, the provisions of the solicitation or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied.

II. The written protest must be submitted to the Project Manager with an explanation of the basis for the protest no later than the deadline specified in the solicitation as follows:

- a) Typically three (3) business days prior to the due date for proposals, for objections to the solicitations provisions;
- b) Typically three (3) business days after notification for determinations of non-responsiveness, failure to meet minimum qualifications, or other findings of nonresponsibility; or
- c) No later than a specified number of working days (at least three (3)), after the date on which the contract is awarded or the date the proposer is notified that it was not selected, whichever is later, for objections to contractor selection. Unless otherwise specified in the written solicitation, where there are multiple Authorizing Boards (i.e. where a standing committee refers a contract action to the full Commission for approval) the protest period shall begin upon the action of the first Authorizing Board.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the Agency review officer appointed by the Executive Director to recommend a resolution to the Executive Director or Section Director, as applicable.

Except with regard to the limited disclosures required for protests of initial determinations of nonresponsiveness, nonresponsibility, or failure to meet minimum qualifications, the evaluation record shall remain confidential until the first action (i.e. referral or approval) by an Authorizing Board or as otherwise specified in the written solicitation or, for contract approvals delegated to

the Executive Director (as of the date of this EDMM, contracts not exceeding \$200,000), the Executive Director authorizes award.

For contracts approved by an Authorizing Board, the Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer appointed by the Executive Director. For contracts approved by the Executive Director, the Section Director will respond to the protest in writing, based on the recommendation of the staff review officer appointed by the Section Director.

Should the protesting proposer/bidder wish to appeal the decision it may file a written appeal as follows:

For contracts approved by an Authorizing Board: The protesting proposer/bidder may file a written appeal of a decision of the Executive Director with the Authorizing Board specified in the procurement no later than the period specified in the procurement (usually three (3) business days after receipt of the written response from the Executive Director). The Authorizing Board's decision will be the final agency decision.

For contracts approved by the Executive Director: The protesting proposer/bidder may file a written appeal of a decision of the Section Director with the Executive Director no later than the period specified in the procurement (usually three (3) business days after receipt of the written response from the Section Director). The Executive Director's decision will be the final agency decision.

For protests of award, authorization to award a contract to a particular firm shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest, or if the decision is appealed, the issuance of the Authorizing Board or Executive Director's decision, as applicable.

A protest procedure for contracts approved by the Executive Director, or his designee, consistent with the above procedures, shall be set forth in procurements for such contracts. (See J:Contracts\Contract Formats\Formats or successor location.)

9. Sole Source Contracts

Competitive procedures are not required for one-time purchases of \$3,000 or less. Otherwise, sole source (noncompetitive) contracts may not be entered into by the Agency, except in the following situations in which the award of contract is infeasible under a competitive process:

- a) the goods or services are available only from a single source;
- b) the timeframe for conducting a competitive procurement will result in a public exigency or compelling urgency; or
- c) there is a compelling business reason to award to a particular contractor; cannot be a justification for federally funded purchases.

To receive Agency approval for a sole source contract, the Project Manager must prepare a sole source justification memorandum detailing the reasons why a competitive procurement is not feasible and citing one or more of the above reasons.

The sole source justification memorandum must be signed by the Section Director. In addition, the Office of General Counsel must review all “single source” and “compelling urgency” sole source justification memoranda (a and b above) for legal sufficiency. Finally, the Executive Director or Deputy Executive Director must approve and sign all sole source memoranda, regardless of the amount of the contract. A Deputy Executive Director may not approve sole source contracts proposed by a Section Director under his/her supervision.

After the sole source purchase is authorized by the Executive Office, the Project Manager may proceed with the contract award. Approval of the contract by the designated Authorizing Board is also required if the contract award is over the Executive Director’s delegated authority.

Upon approval of the sole source memorandum, the Project Manager shall forward the original signed document to the Contracts Section for retention with the original executed contract. A copy of the approved sole source justification memorandum should be attached to the purchase requisition or contract as it circulates for internal approval.

Subsequent purchases, for goods or services previously approved under a sole source memorandum, will not require legal review if the Contract Administrator determines the existing sole source applies.

See Attachment D: Table 5 for the review and approval process for sole source memorandums.

10. Emergency Actions

The Executive Director is authorized (*MTC Resolution No. 3619, Revised; MTC SAFE Resolution No. 44, Revised; BATA Resolution No. 46, Revised; BAIFA Resolution No. 1; BAHA Resolution No. 1* or their successor resolutions) to waive competitive procurement requirements for emergency contracts, with the approval of the Authorizing Board Chair, or in his/her absence, the Vice Chair, provided that funds for the contract are available in the adopted agency budget, and that each emergency contract may not exceed \$1,000,000.

An “emergency” contract is defined as necessary to deal with “Acts of God” or other threats to public safety or well-being when the delay caused by waiting for the next meeting of the Authorizing Board would increase that threat.

11. Budget Approval

Funding for all purchases and contracts must be included in the adopted Agency budget.

12. Approval of Awards

The Commission has delegated contract approval authority for MTC and MTC SAFE to the Administration and Operations Committees in MTC Resolution No. 1058 revised, and BATA has delegated contract approval authority for BATA to the BATA Oversight Committee in BATA Resolution No. 20, as those resolutions may be amended from time to time. Notwithstanding any delegation, the Commission and BATA may also approve contracts.

Pursuant to MTC Resolution No. 3619, BATA Resolution No. 46, MTC SAFE Resolution No. 44, BAIFA Resolution No. 1, and BAHA Resolution No. 1, as those resolutions may be amended from time to time or replaced, some covered contracts may be signed by the Executive Director, Deputy Executive Director, or a designee of the Executive Director without prior approval by the applicable Authorizing Board. As of the effective date of this EDMM, the delegation of signature authority for Agency contracts is as follows:

- a) Contracts or amendments up to \$200,000 cumulatively (or as amended by Agency resolution);
- b) Contract amendments or change orders up to the amount of a committee-approved contract allotment.
- c) Emergency purchases or contracts.

Regarding (a) above, “cumulatively” means that the person(s) with signature authority may sign a contract and one or more amendments without requesting Authorizing Board approval as long as the total of such contract and amendments does not exceed \$200,000. Once a contract or amendment has been approved by the Authorizing Board, the Executive Director’s delegated signature authority is replenished, and amendments up to \$200,000 may be signed without Authorizing Board approval.

In addition to the above delegation, BATA has authorized the Executive Director or his designee to authorize contract changes in excess of these thresholds under specified conditions, in BATA Resolution No. 21.

Contracts or amendments in excess of \$200,000 or otherwise not included in the delegation of contracting authority established by Agency resolution must receive approval from the Authorizing Board before a contract is executed. A copy of the signed Authorizing Board approval must be attached to the contract document that circulates for review and approval.

Micro-purchases (\$3,000 or less), selected without competitive procurement, may only be amended after documentation of an informal procurement process, and may not exceed the total cumulative contract amount of \$25,000. In addition, amendments to purchase orders, selected through an informal procurement process, may only be amended above \$25,000 with approval by the Executive Office.

13. Contract Review and Approval

Contracts are reviewed by the Section Director, Contract Administrator, Finance, Executive Office and the Office of General Counsel for adherence to this EDMM. The routing and approval process varies, depending on the type of contract.

License agreements for software that is developed or modified for MTC by consultants must follow the regular review process. In general, software license agreements for commercially available software (e.g. Microsoft Office) generally contain boilerplate language that cannot be amended by MTC as the licensee. This includes agreements for software service, technical support, warranty and maintenance. The Director of Technology Services or designee is authorized to sign these documents and accept the Terms and Conditions without legal review. The BATA, BAIFA, BAHA, and MTC SAFE IT representatives are also authorized to accept the terms of conditions, without legal review, for software license agreements for BATA, BAIFA, BAHA, and MTC SAFE. All other license agreements must be reviewed by OGC.

OGC will also review third-party agreements, such as those for licensing and rental of equipment and facilities for indemnification, insurance and other obligating clauses. Once the agreement is approved by OGC, it follows the review and approval process for any other contract.

For purchases requiring a Purchase Order and a Letter Agreement, both the requisition and Letter Agreement should be circulated concurrently for approval.

See Attachment D: Table 6 for the review and approval process for purchase orders (requisitions and amendments) and Table 7 for contracts and agreements (new and amendments).

14. Payment Provisions

Typical payment mechanisms are discussed in the Project Manager's Guide. Consult with OGC for payment restrictions in federally-funded contracts.

15. Invoice Approval

Contractors are required to mail invoices directly to Accounts Payable for processing. Upon review and approval by the Project Manager and Section Director, the invoice shall be returned to Finance for payment. The Project Manager is responsible for resolving any invoice disputes with the vendor.

16. Record Retention

All associated records, including but not limited to, purchase orders, contracts, agreements and supporting documents, audit reports and work papers, if appropriate, shall be retained in accordance to EDMM 322, Records Management and Retention Policy and/or applicable federal, state or grant requirements. (*See 2 CFR Section 200.333, 49 CFR Section 18.42, and pertinent federal retention requirements.*)

The required documentation for federally funded contracts is set forth in Attachment C, Section 6.

17. Public Disclosure

A. Proposals received in response to an agency solicitation are public records, as defined in the California Public Records Act (PRA) Government Code § 6250 *et seq.* and as such are subject to disclosure, unless exempt according to Gov. Code § 6254 or other statutes regarding exemptions. Solicitations must always notify prospective proposers of this requirement. This disclosure also includes lists of vendors who attended a bidders/proposers conference and planholders who obtain solicitation documents.

Unless otherwise specified in the written solicitation, the vendor recommendation shall remain confidential until approval by the Executive Director or once an Authorizing Board's agenda packet is officially posted for public review. The evaluation record shall remain confidential until approval by the Executive Director or the first action (i.e. referral or approval) by an Authorizing Board, or as otherwise specified in the written solicitation; the evaluation record is then subject to public disclosure. However, bids received in response to an IFB will be kept sealed until the bid opening date and time, at which time a public bid opening will be held.

B. Contract actions requesting Authorizing Board approval to enter into or amend a legal services contract with litigation counsel during the pendency of the litigation will not include the amount of the contract or contract amendment, provided that funds are available in the current Agency budget and that the scope and amount of the contract have been reviewed by the Authorizing Board in a duly authorized closed session; provided that all information regarding any such contract and its costs will be subject to public review upon the conclusion of the litigation.

18. Architectural and Engineering (A&E) Services

Under state and federal law, a qualifications-based (Request for Qualifications (RFQ)) selection is required for services performed by members of the architectural and engineering professions, including architectural, landscape architectural, engineering, environmental, surveying, comprehensive planning, design, feasibility study, mapping, construction engineering, or project management services with respect to a construction project or other development, construction, alteration or repair of real property. Price or budget may not be considered as an evaluation criterion in the ranking process. See Attachment E, Bench Contracts: Ranking and Selection Procedures, for procedures relevant to bench contracts.

**Attachment B,
Procurement Guidelines for Low Bid/Price Contracts**

1. Types of Written Low Bid Solicitations

The following table summarizes the various types of written low bid solicitations that generally result in the award of a Purchase Order. *Refer to Attachment C if the resultant award is a contract or agreement. For more detailed information, refer to the Project Manager's Guide.*

Purchases shall not be split up to avoid solicitation thresholds.

Table 2: Types of Low Bid/Price Solicitations	
Type	Description Summary
Solicitation of Quotations (SOQ) >\$3,000 - \$25,000	<ul style="list-style-type: none"> ▪ The specifications can be described succinctly and precisely and the bidder does not require background information in order to submit a responsive bid, and a lump sum bid is solicited. ▪ The determining factor is the lowest price. ▪ Most often used for small one-time purchases of equipment, maintenance and repairs, printing and other services/items.
Invitation for Bid (IFB) >\$25,000	<ul style="list-style-type: none"> ▪ Most often used in equipment purchases and construction contracts. Building contracts that qualify under California law as “public works¹” projects must be awarded on the basis of low bid (IFB). ▪ Once the threshold qualifications in the IFB are met, the determining factor is price. ▪ Award is to the lowest responsive, responsible bidder. ▪ Bids received in response to an IFB will be kept sealed until the bid opening date and time.

2. Direct Orders

Purchase orders are not required for purchases of \$25,000 or less but they may be issued if requested by the vendor or Agency. Upon written authorization of the purchase by the Section Director, the Project Manager may place the order for the goods and services directly with the vendor. Payment shall be made by direct order or upon receipt of an invoice by Finance.

¹The definition of “public works” for the purposes of low bid procurements is found in California Public Contract Code Section 22002. It generally includes such work as construction, reconstruction, erection, alteration, renovation, improvement, and repair including painting and repainting of publicly-owned property. It does not include maintenance work such as routine or recurring work for protection or preservation, minor painting, or landscape maintenance. Note that this definition of “public works” is different than the definition of “public works” applicable to prevailing wage requirements, which is found in California Labor Code Section 1720 and the California Code of Regulations, and which does include some maintenance work. Questions as to whether a project is a “public work” subject to low bid requirements should be referred to the OGC.

3. Purchase Orders

The Agency may issue a Purchase Order (PO) as evidence of a contractual agreement with a supplier of goods or services that specifies items, quantities, delivery dates, shipping and freight terms and all other obligations and conditions (e.g., insurance requirements).

For purchases of \$25,000 or less, a PO is not required to be issued.

For purchases over \$25,000, a PO is required.

If a PO is requested or required, the Project Manager is responsible for submitting a purchase requisition for approval by the appropriate parties. Once approved, a PO will be issued by Finance. The vendor will be paid upon submission of an invoice(s) and verification by the Project Manager that the goods and services were received and that all terms and conditions of the PO have been met.

4. Purchase Order Amendments

Changes to the original PO (type of goods, pricing, etc.) must be made by an amendment. The Project Manager cannot request additional work or goods without prior approval of the proposed amendment(s). An amendment to the purchase order will also be required if there are insufficient funds to pay the outstanding invoices or the total charges exceed the original purchase order by \$100 or more.

5. Expiring Purchase Orders

Purchase orders for operating expenses funded with operating budget monies are issued for the fiscal year and expire on June 30, the last day of the fiscal year if operating funds are utilized. Unspent or available monies do not automatically carry over into the next fiscal year. Therefore, it is the Project Manager's responsibility to work with the vendor to ensure goods and services are delivered in the fiscal year in which the purchase order is issued, and the related invoices are received by the deadline established by Finance for fiscal year closing. Purchase orders that have expired at the end of the fiscal year cannot be amended.

**Attachment C,
Competitive Negotiation Procedures for Professional Services Contracts**

1. Type of Competitively Negotiated Written Solicitations

The following table summarizes the various types of competitive/negotiated written solicitations that generally result in the execution of a contract or agreement. *Refer to Attachment B if the resultant award is a Purchase Order. For more detailed information, refer to the Project Manager's Guide.*

Table 3 – Competitive / Negotiated Solicitations	
Type	Description Summary
Solicitation of Proposals (SOP)	<ul style="list-style-type: none"> ▪ A vendor can be selected based on (in no particular order) price, references, experience, and/or samples and without an evaluation of their approach to providing the goods/services; ▪ The proposer does not require detailed information on the project or the Agency in order to submit a responsive proposal; ▪ There is no need for a proposers' conference or interview; ▪ A lump sum or time and materials payments are contemplated; and ▪ There is not a DBE goal (federally funded project).
Letter RFP (short form)	<ul style="list-style-type: none"> ▪ Firm fixed-price (deliverables-based) contract or labor-hour contract (not cost reimbursement type) is contemplated. ▪ Work scope focuses on results, rather than approach, and desired results can be described succinctly and precisely. ▪ Reasonableness of price or cost effectiveness can be evaluated based on hourly rates or a detailed task budget. ▪ Scope of services, procurement procedure, complexity, and size of the procurement lends itself to a simple procurement approach.
Standard RFP (long form)	<ul style="list-style-type: none"> ▪ For all other procurements that do not meet the criteria for SOPs or Letter RFPs or for which a letter RFP is not appropriate because of the complexity or size of the procurement. ▪ Must be used for federally funded procurements.
Request for Qualifications (RFQ)	<ul style="list-style-type: none"> ▪ Primary focus of the evaluation is qualifications and experience. ▪ The proposer is not requested to propose an approach to performance of a particular project or to provide a work plan. ▪ Under state and federal law, a qualifications-based (Request for Qualifications (RFQ)) selection is required for services performed by members of the architectural and engineering professions, including architectural, landscape architectural, engineering, environmental, surveying, comprehensive planning, design, feasibility study, mapping, construction engineering, or project management services with respect to a construction project or other development, construction, alteration or repair of real property.
RFQ/RFP	<ul style="list-style-type: none"> ▪ Initial solicitation to identify qualified firms or teams. ▪ Proposals requested from pre-qualified firms or teams.

Table 3 – Competitive / Negotiated Solicitations	
Type	Description Summary
Pre-qualified Pool (Multiple Consultants/ Bench) RFPs or RFQs	<ul style="list-style-type: none"> ▪ When an Agency plans to enter into multiple projects relying upon the same or similar expertise and background, the Project Manager may elect to generate a panel of qualified firms from which to select particular consultants. ▪ If a bench is selected, a direct selection can be made, if permitted by the original procurement, after a memo to the project file from the Project Manager documenting that the selected firm is the most advantageous based on the evaluation criteria. In the alternative, a Mini-Procurement (RFQ or RFP) may be issued. If the Mini-Procurement is issued to less than all firms on the bench, a memo to the file must be written explaining why the Mini-Procurement went solely to the targeted firms. After the Mini-Procurement is evaluated the contract/Task Order must be issued to the most advantageous firm based on the evaluation factors. Special rules apply to Mini-Procurements for A&E services. See Attachment E, Bench Contract: Ranking and Selection Procedures.

2. Content of Solicitations

The level of detail required in an RFP will vary depending upon the size and scope of the project. However, all competitively negotiated procurements must include:

- a) A clear and accurate description of the technical and other requirements for the services to be performed under the agreement and the deliverables to be produced. Such description must not unduly restrict competition.
- b) All requirements that proposers must fulfill and all other factors to be used in evaluating bids or proposals.
- c) A summary of the key terms and conditions to be included in the Agency's contract with the selected consultant with particular attention drawn to the insurance requirements. The Agency's standard provisions for professional service agreements should be attached to standard RFPs described in Table 3 above.
- d) A statement assuring compliance with the California Levine Act (Cal. Gov. Code § 84308).
- e) Procedures for protesting award.
- f) References with descriptions of similar projects and a contact person per project.

In addition to (a) – (f) above, all RFQs must include:

- g) A clear and comprehensive description of the professional background, technical experience, education and other qualifications necessary to perform work required under the project. If threshold minimum qualifications are included, they must be quantifiable and not subject to subjective interpretation.

3. Evaluation Criteria

Evaluation criteria must be stated and listed in the written solicitation in order of relative importance and weight, if not equal. The Project Manager shall establish a scoring method before proposals are reviewed. Evaluation procedures should be developed for procurements of \$200,000 or more (see 4 below). Unless otherwise provided in the procurement document, the evaluation record remains confidential until the Executive Director authorizes award or the first action is taken by an Authorizing Board to either refer or approve the award.

4. Evaluation Procedures

For procurements of \$200,000 or more staff must develop evaluation procedures (a) describing how the evaluation panel will apply the evaluation criteria and arrive at a recommendation and (b) setting forth any conflict of interest provision applicable to the procurement.

5. Cost or Price Analysis

A cost or price analysis must be conducted for all federally-funded contracts (except RFQs where selection is qualifications-based). Additionally, a cost analysis must be performed:

- For cost-reimbursement type contracts;
- In fixed price contracts when adequate price competition is lacking; and
- For sole source procurements, including contract amendments (change orders) and task orders, unless price reasonableness can be established on the basis of catalog or market price.

Where there is adequate competition, relative prices may establish cost reasonableness. A summary of the cost or price analysis performed, including acceptance of special or unusual costs and determination of reasonableness of profit or fee, should be part of the project documentation.

6. Project Documentation

Permanent evaluation documentation must be retained for all procurements for the period specified in the Agency's retention policy.

Documentation should include the following, which must be retained for the full retention period:

- a) the solicitation document;
- b) the proposal of the selected contractor;
- c) the final evaluation records;
- d) any committee memoranda or selection summaries supporting the selection decision;
- e) the rationale for procurement method and contract type (i.e. informal solicitation, formal advertising, or competitive negotiation; and cost plus fixed fee, firm fixed price, or time and materials); and
- f) the basis for contract price.

7. Contract Boilerplates

The Agency has adopted boilerplate documents for contracts, contract amendments and funding agreements including required clauses such as payment terms, insurance, indemnification, ownership of

work products, records/audits and termination. Any requests for changes, modifications or waivers of legal requirements must be cleared through the General Counsel's office.

Instructions for the use of certain provisions, and for federally funded contracts, are included in the contract boilerplate itself and in the Project Manager's Guide.

8. Contract Amendments

All contract modifications are effected by written amendments or change orders signed by all parties to the original contract. The Project Manager may not request or approve new work after the contract term has ended until a written amendment or change order has been executed.

Contracts that are closed cannot be amended. A completed deliverables-based contract may not be amended to add new work in a subsequent fiscal year following the fiscal year of its completion.

9. Pre-award and Interim Audits

Federally funded projects have requirements for pre-award and final audits, which are set forth in EDMM No. 347. It is the responsibility of the Project Manager to alert the Finance Section of the need to perform a pre-award audit, when it is required by EDMM No. 347 or federal funding sources, or is advisable based on the circumstances.

Contracts funded by Caltrans using federal or state highway funds may require certification of a pre-award audit and/or Caltrans review prior to execution. Project Managers should consult the Caltrans Local Assistance Procedures Manual and/or the Caltrans District 4 office to identify applicable pre-award review or audit requirements.

**Attachment D,
Review and Approval Guidelines**

In accordance with the delegated authority of MTC Resolution No. 3619, Revised (and its other Agency counterparts), the review and approval process and the Executive Director delegations of signature authority for all written procurements, purchase order, contracts and amendments is set forth in Tables 4-7 below. ¹

Table 4a: Written Procurements and Solicitations							
Cumulative Total	Section Director	Finance	Contracts	Technology Services Section	Office of General Counsel	Deputy Executive Director	Executive Director or Designee
>\$3,000 - \$25,000	Review	Review	Review	As needed	As needed, including all federally-funded purchases	Final Approval & Execute Final Document	
>\$25,000-\$200,000	Review	Review	Review	As needed	Review	Final Approval & Execute Final Document	
>\$200,000	Review	Review	Review	As needed	Review	Review	Approve & Execute Final Document
Table 4b: Mini-Procurement							
Cumulative Total	Section Director	Finance	Contracts	Technology Services Section	Office of General Counsel	Deputy Executive Director	Executive Director or Designee
\$1 - \$1,000,000	Review, Approval & Execution of Final Document	Review	Review	As needed	As needed		
>\$1,000,000	Review, Approval & Execution of Final Document	Review	Review	As needed	As needed	Review	

¹ Any delegation of approval authority to a Section Director may also be approved by the Deputy Executive Director or Executive Director; any delegation of approval authority to a Deputy Executive Director may also be approved by the Executive Director.

Table 5: Sole Source Memoranda				
Type	Office of General Counsel	Section Director	Deputy Executive Director¹	Executive Director or Designee
Single Source	Review for Legal Sufficiency	Concur	Approve, up to \$100,000	Final Approval >\$100,000
Compelling Urgency	Review for Legal Sufficiency	Concur	Approve, up to \$100,000	Final Approval >\$100,000
Compelling Business	No review	Concur	Approve, up to \$100,000	Final Approval >\$100,000

¹ A Deputy Executive Director may not approve a sole source contract proposed by a Section Director under his/her supervision.

Table 6: Purchase Requisitions and Amendments							
Cumulative Total	Section Director	Technology Services Section	Contracts	Finance	Office of General Counsel¹	Deputy Executive Director	Executive Director
≤\$25,000	Review & Final Approval	As needed	Review	Review	As needed		
>\$25,000-\$200,000	Review	As needed	Review	Review	As needed	Final Approval	
>\$200,000	Review	As needed	Review	Review	As needed	Review	Final Approval after Committee approval

¹ The Office of General Counsel will also review third party agreements or other documents as needed.

Table 7: Contracts and Agreements (New and Amendments)							
Cumulative Total	Section Director	Finance	Contracts	Technology Services Section	Office of General Counsel	Deputy Executive Director	Executive Director or Designee
≤\$25,000	Review, Approve and Execute Final Document (except sole source)	Review for Fund type; Budget encumbrance	Review	As needed	If federal funds are involved and as needed.		
>\$25,000-\$200,000	Review	Review for Fund type; Budget encumbrance	Review	As needed	Review	Final Approval	
>\$200,000	Review	Review for Fund type; Budget encumbrance	Review	As needed	Review	Review	Final Approval after Committee approval

**Attachment E,
Bench Contracts: Ranking and Selection Procedures**

Federally Funded Architectural and Engineering (A&E)* Projects:

- Where a bench has been established but no ranking of firms was made at the time of selection for the specific type of project being procured, a mini-Request for Qualifications (RFQ) must be issued. A mini-RFQ is an RFQ that is sent to firms that have been “pre-qualified” by a previously issued RFQ for a specific service, for the purposes of ranking the “pre-qualified” firms for the specific project being procured. The mini-RFQ must be issued to all firms on the bench that were qualified for the type of work being awarded.
- Ranking must occur first, without consideration of price or budget, and then price may be considered for reasonableness. If a reasonable price cannot be agreed upon with the highest-ranking firm, the Project Manager may attempt to negotiate a reasonable price with the next highest-ranked firm, continuing negotiations with successively lower-ranked firms until a reasonable price and contract terms are agreed upon. The Project Manager must prepare a memorandum documenting the selection (including at a minimum, the internal governmental estimate for the work, evaluation factors and scores given to the firms, rankings of firms, and a record of any and all negotiations related to cost, staffing, scheduling, and other terms) prior to notice of award.
- If a ranking was established as part of the procurement for the original bench, that ranking applies to all contracts/task orders issued under the procurement and price negotiations must commence with the highest-ranked available firm. The Project Manager must prepare a memorandum documenting the selection which includes applicable documentation requirements as set out in the previous bullet.

Non-Federally Funded A&E* Projects:

- Where a bench has been established but no ranking of firms was made at the time of selection for the specific type of project being procured, a mini-RFQ may be issued to any or all firms on the bench. Any mini-RFQ sent to less than every firm on the bench must be supported by a memo to the project file, approved by Contracts staff, showing that the firms receiving the mini-RFQ were the most qualified of the firms on the bench for the work being awarded.
- In the alternative, a direct selection can be made, if permitted by the original procurement, after a memo to the project file from the Project Manager documenting that the selected firm is the most qualified has been reviewed and approved by Contracts staff.
- If a mini RFQ has been issued, the second bullet above under Federally Funded Architectural and Engineering (A&E) Projects applies.

- If a ranking was established as part of the procurement for the original bench, that ranking applies to all contracts/task orders issued under the procurement and price negotiations must commence with the highest ranked available firm. Applicable documentation requirements set out in the third bullet under Federally Funded Architectural and Engineering (A&E) Projects apply.

All Other Non A&E Bench Contracts Regardless of Funding:

- A mini-RFQ or RFP may be issued to any or all firms on the bench. Any mini-procurement sent to less than every firm on the bench must be supported by a memo to the project file, approved by Contracts staff, showing that the firms receiving the mini-procurement were the most qualified of the firms on the bench for the work being awarded.
- In the alternative, a direct selection can be made, if permitted by the original procurement, after a memo to the project file from the Project Manager documenting that the selected firm is the most advantageous based on the evaluation criteria has been reviewed and approved by Contracts staff. If referenced in the solicitation for the original procurement, most advantageous may include a consideration of whether all firms on the bench have received work.

General Notes:

- If the total budget for a bench procurement exceeds the Executive Director's signature authority, the bench procurement shall require the bench selection to be approved by an Authorizing Board at the conclusion of the bench selection.
- Contracts staff must review all mini-procurements (RFQs and RFPs) and any addenda prior to issuance.
- Contracts staff must review all selection documentation, regardless of fund type, prior to award.
- Deputy Executive Director review is required for all mini-procurements with budgets exceeding \$1M.
- If a contract and/or task order is issued based on a SOW that does not include a design or construction management component, that contract and/or task order cannot be amended to add those types of services, and the above procedures apply.
- Questions regarding whether or not a SOW constitutes A&E* should be reviewed with Legal staff.

**Regardless of fund source A&E includes services performed by members of the architectural and engineering professions, including architectural, landscape architectural, engineering, environmental, surveying, comprehensive planning, design, feasibility study, mapping, construction engineering, and project management services with respect to a construction project or other development, construction, alteration or repair of real property.*

375 BEALE
CONDOMINIUM CORPORATION
Memorandum

Bay Area Metro Center, Suite 800
375 Beale Street, San Francisco, CA 94105
TEL 415.778.6700
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Date: June 20, 2017

AGENDA ITEM 11

Subject: Privacy Policy

Background:

Under this item, the Board will be requested to adopt the MTC Privacy Policy (EDMM No. 323) as the Privacy Policy for the 375 Beale Condominium Corporation. A copy of the Privacy Policy is attached to this Memorandum.

The MTC Privacy Policy sets forth guidelines and procedures for identifying, collecting, using and safeguarding personally identifiable information. All references to MTC set forth in the MTC Privacy Policy shall also be references to the 375 Beale Condominium Corporation. All references to staff shall include BAHA staff as well as staff of BAHA's Property Manager, Cushman & Wakefield of California, Inc.

Recommendation:

Staff recommends that the Board adopt the MTC Privacy Policy, as may be amended, as the 375 Beale Condominium Corporation Privacy Policy.

Attachment

J:\COMMITTEE\375 Beale Condo\2017\06_Jun'2017_Beale Condo\11_Privacy_Policy_Memo.docx

EXECUTIVE DIRECTOR'S MANAGEMENT MEMORANDUM

EDMM NO.: 323

SUBJECT: **PRIVACY POLICY**

PURPOSE: The MTC agencies, MTC, BATA, and MTC SAFE (hereinafter collectively referred to as "Agencies" and individually as "Agency") administer programs (e.g. FasTrak[®] and Clipper^(SM)) under which Agency staff and/or third-party contractors have access to the personally identifiable information ("PII") of the customers who use the programs. Agencies also maintain PII of staff, officers, and vendors. This Privacy Policy provides guidelines and procedures for identifying, collecting, using and safeguarding PII. Agency staff need to be aware that they are handling sensitive personal data and must maintain its security.

APPLICABILITY: The Privacy Policy applies to all staff.

PII DEFINITION: PII is any information that is collected and/or maintained by an Agency that identifies or describes a person or can be directly linked to a specific individual. See Attachment A, Types of Personally Identifiable Information, for the information considered to be PII.

POLICY: I. General

The Agencies shall take reasonable and responsible steps so that their employees and contractors protect PII. Contracts with third-party contractors who administer Agency programs and perform other business activities that require the use of PII shall contain standard provisions in regards to safeguarding privacy of PII, including the retention of PII. The Agencies shall collectively have a privacy officer ("Privacy Officer") and a privacy committee ("Privacy Committee").

II. Internal Controls and Assessments

- a) In accordance with Attachment B, Procedures, staff and third-party contractors must safeguard the confidentiality, integrity, and security of PII and such information must only be accessed or used as necessary to carry out Agency activities.
- b) Any sharing of PII internally or externally must comply with the Agency controls established by this Privacy Policy.
- c) Staff should immediately report and require third-party contractors to report, business practices and activities that appear to be in

violation of the Privacy Policy to the Privacy Officer. Intentional concealment or a failure to report such violations is a violation of this Privacy Policy.

- d) This Privacy Policy will be reviewed on an annual basis by the Privacy Officer and Privacy Committee.

RESPONSIBILITY: The General Counsel will appoint a Privacy Officer. The Privacy Officer shall report to the General Counsel and receive policy direction from the Privacy Committee, consisting of the General Counsel or designee, the Deputy Executive Directors, and representatives, appointed by the appropriate Deputy Executive Director, from the Finance and Administration and Technology Services Sections, and operations staff. The Privacy Officer, in conjunction with the Privacy Committee, is responsible for implementing and enforcing this Privacy Policy.

The responsibilities of the Privacy Officer include:

- Responding to privacy questions, concerns, and complaints.
- Representing the Privacy Policy and procedures to persons and entities outside the Agencies.
- Coordinating with the Human Resources Manager to develop and implement a security awareness training program.
- Updating and maintaining this Privacy Policy and privacy procedures and, in conjunction with the contracts administrator, the privacy provisions in contract boilerplate.
- Coordinating with IT staff to review recommendations on system improvements to enhance PII security.
- Conducting periodic risk assessments of the business environment with respect to this Privacy Policy.
- Preparing Agency responses to breaches of security of PII.
- Updating policies and procedures in response to changes in regulations, laws, and other requirements.
- Convening meetings of the Privacy Committee to keep members informed about privacy issues within the Agencies.

The responsibilities of the Privacy Committee include:

- Overseeing the privacy program.
- Providing policy direction to the Privacy Officer.
- Meeting annually to review and administer this Privacy Policy and at other times, as necessary.

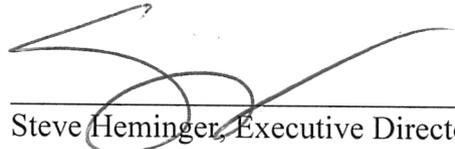
The Human Resources Manager, in consultation with the Privacy Officer, shall be responsible for coordinating the training of staff as detailed in Attachment B.

PROCEDURES: The procedures for handling and securing PII are set forth in the attachments to this EDMM. Staff found to be in violation of any term of the Privacy Policy or these procedures will be subject to discipline, up to and including termination. Any staff member who learns of a potential or existing violation must report it immediately to the Privacy Officer.

REFERENCED

POLICIES: EDMP 032 IT Security Policies, EDMM 322 Records Retention

EFFECTIVE DATE: January 31, 2011



Steve Heminger, Executive Director

Attachment A: Types of Personally Identifiable Information

Attachment B: Procedures

Attachment C: Special Conditions for Third Party Contracts

Attachment D: Employee Acknowledgement

Attachment E: Governance Structure for Privacy

J:\SECTION\ALLSTAFF\EDMMs\EDMM\EDMM 323 Privacy Policy.doc

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ATTACHMENT A TYPES OF PERSONALLY IDENTIFIABLE INFORMATION.....	2
FASTRAK® PROGRAM:	2
CLIPPER^(SM) PROGRAM:	3
VENDOR PII:.....	3
AGENCY EMPLOYEE INFORMATION:.....	4
ATTACHMENT B PROCEDURES.....	5
I. USE OF PII	5
II. REQUESTS FOR RECORDS.....	5
III. CUSTOMER NOTICE (APPLICABLE TO OPERATING PROGRAMS THAT UTILIZE PII, E.G. FASTRAK® AND CLIPPER^(SM)	5
IV. PII RETENTION	6
V. ACCESS TO PII.....	6
VI. DISCLOSURE TO THIRD PARTIES.....	7
VII. SECURITY	7
VIII. INCIDENT RESPONSE.....	8
IX. TRAINING.....	8
X. RISK ASSESSMENTS.....	8
XI. WAIVERS AND EXCEPTIONS.....	9
ATTACHMENT C SPECIAL CONDITIONS FOR THIRD PARTY CONTRACTS.....	10
1. RIGHT TO AUDIT:.....	10
2. GENERAL CONFIDENTIALITY OF DATA:	10
3. COMPLIANCE WITH STATUTES AND REGULATIONS:	11
4. SUBCONTRACTORS.....	11
5. CONTRACTOR GUARANTEES:	11
6. NOTICE OF SECURITY BREACH:.....	12
ATTACHMENT D STAFF ACKNOWLEDGEMENT FORM.....	13
ATTACHMENT E GOVERNANCE STRUCTURE FOR PRIVACY.....	14

ATTACHMENT A

Types of Personally Identifiable Information

The following is a listing of PII that is collected and/or maintained by Agencies. The PII listed under FasTrak[®] Program and Clipper^(SM) Program is the information that is collected and maintained from the customers who use the programs. The other categories list PII that is collected and maintained by MTC with respect to vendors and employees. These lists, while comprehensive, may not be all-inclusive. Any information collected and/or maintained by Agencies that identifies or describes a person or can be directly linked to a specific individual is considered PII. Questions regarding the characterization of information as PII should be directed to the Privacy Officer.

FasTrak[®] Program:

- Name
- Business Name
- Mailing Address(es), including zip codes
- Email Address
- Phone
- Fax
- Signature
- Vehicle License Number
- Vehicle License State
- FasTrak Account Number
- Violation Number
- Vehicle Make (when associated with FasTrak[®] account)
- Vehicle Model (when associated with FasTrak[®] account)
- Vehicle Year (when associated with FasTrak[®] account)
- Vehicle Color (when associated with FasTrak[®] account)
- Effective FasTrak Date
- Toll Tag Number
- Validation Code
- PIN
- Credit Card Number
- Credit Card Expiration Date
- Credit Card Security Code
- Drivers License Number
- Check Information
- Social Security Number
- Bank Account Number
- Travel Pattern Data

Clipper^(SM) Program:

- Name
- Mailing Address(es) including zip codes
- Email Address
- Phone
- Fax
- Signature
- Password
- Credit Card Number
- Credit Card Expiration Date
- Credit Card Security Code
- Drivers License Number
- Check Information
- Bank Account Number
- Travel Pattern Data
- Clipper Smartcard Serial Number
- Date of Birth
- Birth Certificate Identification Number
- U.S. Passport Identification Number
- Alien Registration/Permanent Resident Card Identification Number
- San Francisco City ID Card Number
- Consular Identification Card Number
- Employer
- School
- City of Birth
- Mother's Maiden Name.

Vendor PII:

- Name
- Mailing Address, including zip code
- Employer Tax Identification Number
- Social Security Number
- Bank Account Number

Agency Employee Information:

- Mailing Address(es), including zip codes
- Email Address
- Phone Number
- Bank Account Number
- Employee Withholdings and Deductions
- Exemption Information
- Social Security Number
- Former Name(s)
- Date of Birth
- Driver's License Number
- Signature
- Spouse/Partner Name
- Dependent Name
- Social Security Numbers for Spouse/Partner and/or Dependents
- Dates of Birth for Spouse/Partner and/or Dependents
- Addresses for Spouse/Partner and/or Dependents
- Phone Numbers for Spouse/Partner and/or Dependents (emergency contact information)
- Medical Benefit Plan Choices
- Dental and Vision Plan Choices

ATTACHMENT B PROCEDURES

I. Use of PII

Staff may use PII only for legitimate business purposes. Staff must also limit their use of PII to only the data required to perform their work responsibilities.

Staff is specifically prohibited from looking up PII for any reason other than for Agency business. Similarly, staff may not discuss PII with others, except for legitimate business purposes. In no event may PII be sold or marketed.

Any third party service providers under contract to an MTC Agency who have access to PII in connection with their services shall have a signed agreement with the Agency containing the appropriate privacy and security safeguard conditions as specified in Attachment C, Special Conditions for Third Party Contracts.

II. Requests for Records

Under state law, persons have the right to request copies of their PII that is maintained by an Agency. Staff who receive requests from individuals for their information shall refer those requests to the Privacy Officer. Such requests for PII shall be handled on a timely basis. The identity of the person requesting their information must be verified prior to the disclosure of any PII.

The Agencies shall require third-party contractors who retain customer PII to have processes to accommodate such requests in accordance with this Section.

III. Customer Notice (applicable to operating programs that utilize PII, e.g. FasTrak® and Clipper^(SM))

Agencies shall adopt privacy policies that clearly state the type of PII that is collected, the categories of third-party persons or entities with whom Agencies may share PII, the process by which a customer will be notified of any material changes to the privacy policies, the effective date of the privacy policies, and the process by which customers may review and request changes to their PII. Each privacy policy shall be conspicuously posted on the applicable program website.

Any changes to a privacy policy shall also be posted on the applicable website, along with the date of any amendments.

Prior to the collection of PII, each privacy policy must be provided to the customer by means of posting the policy prominently on the applicable website. With respect to Agency programs that utilize an electronic toll collection system, (e.g. the FasTrak[®] program), in addition to posting on the web site, the privacy policy must be provided to the customer with the transponder. If no

transponder is used in the system, such as is the case in a video-tolling system, then the privacy policy must be provided to the customer with the application materials.

Agency staff shall only collect and use PII in a manner which is reflected in the privacy policy and with the consent of the customer.

Each privacy policy must include contact information for the Privacy Officer such that customers are provided with a single point of contact to address privacy questions, concerns, or complaints.

IV. PII Retention

Staff will retain PII and other program information in accordance with the Records Retention Policy (EDMM 322) and the IT Security Policies (EDMP 032) unless conflicting with this Privacy Policy, in which case, this Privacy Policy controls. PII shall be retained for no longer than necessary to perform Agency functions, except as provided below for FasTrak[®] or otherwise required by law. At the conclusion of the retention period, Agency staff shall use, and require third-party service providers to use, Department of Defense ("DoD") approved software to wipe disks containing PII. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. Hard-copy documents containing PII shall be destroyed in a cross-cut shredding machine.

Contracts with third parties who may have access to PII shall contain provisions requiring them to retain PII in accordance with this Section IV.

The following provisions specifically apply to the retention of records for the FasTrak[®] Program:

- a) Within practical business and cost constraints, only PII of a person such as the account name, credit card number, billing address, vehicle information, and other basic account information required to perform account functions such as billing, account settlement, or enforcement activities will be maintained and stored; provided however, that PII shall not be retained for closed or terminated accounts for any period longer than as defined below.
- b) All other information that may be collected and maintained in addition to the information described in subsection a, above, shall be discarded no more than four years and six months after the closure date of the billing cycle and the bill has been paid and all toll violations, if applicable, have been resolved for that customer.
- c) The PII for closed or terminated accounts shall not be stored for any period longer than four years and six months after the date an account is closed or terminated and all outstanding amounts due are paid and all toll violations, if applicable, have been resolved.

V. Access to PII

Access to PII shall be restricted to only those Agency staff whose work responsibilities require access and are properly authorized to have such access. Further, access shall be limited solely to the PII that is required to perform the business task at hand; PII data sets should be limited

whenever possible. Upon hire, such staff shall execute the acknowledgement form set out in Attachment D, Employee Acknowledgement Form.

For PII collected in connection with the FasTrak[®] and Clipper^(SM) programs, staff shall have inquiry access only and shall not have access to maintain or update customer accounts other than account numbers and transaction data.

Staff shall take the following measures so that PII, whether in written, electronic or other formats is protected to the extent possible. If correspondence containing PII is received by agency staff who are not authorized to have access to such PII, staff should immediately forward the correspondence to the appropriate staff member who is so authorized to have access. Copies of such documents should not be made or retained. Likewise, e-mails and files containing PII that are received by Agency staff who are not authorized to have access to such PII should immediately be forwarded to the appropriate staff. Once forwarded, e-mails and files with such data should be deleted by the staff person who initially received the information.

If special technology accommodations are needed to safeguard PII, a request should be made to the Privacy Officer, who will coordinate implementation with IT staff.

Upon termination of employment from MTC, staff occupying positions requiring access to PII shall have all access terminated no later than close of business on the date of separation.

VI. Disclosure to Third Parties

Disclosure of PII to third parties shall be prohibited except to those who are involved in operating an Agency program or performing an Agency function under an agreement with Agency. Staff should follow the procedures below prior to entering into any contract with a vendor who will have access to PII.

- During the planning stages of any procurement, consult with the Privacy Officer.
- Perform due diligence on the potential service provider, to a level appropriate with the assessed risk.
- Include in contract privacy and security safeguard provisions that adhere to this EDMM including language that substantially conforms to the provisions in Attachment C, Special Conditions for Third Party Contractors. The contract should be reviewed by the Privacy Officer, the contracts administrator, and the Office of General Counsel.
- For FasTrak[®] Program contracts only, confirm that procedures are in place so that disclosure of PII shall only be made to law enforcement pursuant to a search warrant.

Disclosure of PII in response to a Public Records request is generally prohibited. Staff shall consult with the Privacy Officer with respect to requests involving PII.

VII. Security

Information security is critical to the safe and sound operation of the Agency. Effective and reliable controls are necessary to maintain data integrity, foster customer privacy, and protect computer and telecommunications systems and networks from intrusions, misuse, or fraud. Agency staff shall employ precautions in making sure PII stays secure in accordance with EDMP 032, IT Policy, and the other procedures specified in this Privacy Policy.

Under no circumstances shall staff store unencrypted PII by portable electronic means, including, but not limited to, laptops, flash/pin or other USB drives or disks. Staff shall also employ precautions in making sure PII contained in hard-copy documents stays secure by storing the documents in a locked cabinet with access limited to authorized staff that require such access.

Staff may not take PII, either on portable electronic devices or in hard-copy format, out of the building unless they are going directly to a toll plaza or other place of business to conduct Agency business and taking the PII is necessary to carry out their work responsibilities. Under no circumstances shall staff take portable electronic devices or documents containing PII home.

Third-party contractors who have access either to programs that contain PII or to hard-copy documents that contain PII shall have documented IT security, business and internal control processes in place to safeguard this information.

VIII. Incident Response

All employees, contractors, and vendors have the obligation to report any incidents (e.g., viruses, breaches, thefts or intrusions) and violations of this Privacy Policy. Once identified, they should be immediately reported to the Privacy Officer.

If an incident requires investigating, the Privacy Officer will lead the investigation and coordinate with other appropriate groups. All incidents will be documented and reported through the Privacy Officer to executive management and law enforcement personnel, as appropriate. The Agency should notify customers in regard to any breaches of their PII within 10 business days of discovering that the breach has occurred.

IX. Training

All Agency staff shall receive training on the implementation of this Privacy Policy and procedures. Staff whose positions have authorized access to PII will receive refresher training on a regular basis, thereafter.

X. Risk Assessments

The Privacy Officer will conduct periodic risk assessments to monitor and enforce requirements set forth by this Policy and shall identify potential risks to the agency environment. He or she shall involve, as necessary, the General Counsel, or designee, to evaluate risks from a regulatory perspective, the Chief Financial Officer, or designee, to evaluate risks from a business and internal control perspective, and the Director, Administrative and Technology Services, or designee, to evaluate risks from a systems and technology perspective. Findings will be presented to the Privacy Committee for review, comment and appropriate recommendations as part of the annual Privacy Policy review. Risks identified from the risk assessments will be taken to remediation and integrated, as necessary, into agency policies and procedures.

The Agencies may contract with an outside audit firm to conduct risk assessments on a periodic basis for third parties who have access to PII.

XI. Waivers and Exceptions

Exceptional circumstances may arise where departures from policy may be desirable and beneficial to the Agencies, provided the exception is documented and approved. Waivers to the Privacy Policy must be submitted in advance and approved in writing by the Privacy Officer or, if he or she is unavailable, the General Counsel. Requests shall include documentation explaining the nature of each exception and the reasons. Waivers will be granted for a set period of time (e.g., 1 year) and re-evaluated at expiration to determine if circumstances have changed.

ATTACHMENT C

Special Conditions for Third Party Contracts

Where access to personally identifiable information (“PII”) is required in the performance of a contract or access to PII is not required but physical access to facilities or computer systems is required and such access presents the potential for incidental access and/or inadvertent disclosure of PII, language substantially in conformance with the following clauses shall be inserted in the contract terms and conditions. Substitute BATA or MTC SAFE for MTC, as applicable:

CONTRACTOR will have access to personally identifiable information (“PII”) in connection with the performance of this Agreement. PII is any information that is collected or maintained by MTC or CONTRACTOR that identifies or describes a person or can be directly linked to a specific individual, including that individual’s account. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, account number, credit card information, or travel pattern data [*use a few items from Attachment B, Types of PII, tailored to contract*]. The following special conditions related to the confidentiality and use of PII apply to this Agreement.

1. Right to Audit:

CONTRACTOR shall permit MTC, the State of California, [*add other agencies, as applicable*] and their authorized representatives to audit and inspect: (i) CONTRACTOR’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) CONTRACTOR’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying CONTRACTOR’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data:

All PII made available to or independently obtained by CONTRACTOR in connection with this Agreement or any other financial, statistical, technical or other data and information related to the Clipper^(SM) Program [*or other operating agency program or activity*] that are designated confidential by MTC and made available to CONTRACTOR in order to carry out this Agreement (“Confidential Information”) shall be protected by CONTRACTOR from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to MTC. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement.

CONTRACTOR agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data, including Confidential Information, which may be used, transmitted, or stored on such systems in the performance of this Agreement.

CONTRACTOR agrees to retain PII for no longer than the time-frame specified by MTC. At the conclusion of this retention period, CONTRACTOR agrees to use Department of Defense (“DoD”) approved software to wipe any disks containing PII. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. CONTRACTOR agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine.

3. Compliance with Statutes and Regulations:

CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et seq.*) [*for FasTrak[®] Program include the following:* and SB 1268, as codified in Streets and Highways Code Section 31490]. In addition, CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and MTC relating to information handling and confidentiality of data and agrees to indemnify MTC against any loss, cost, damage or liability by reason of CONTRACTOR’s violation of this provision.

4. Subcontractors

MTC approval in writing is required prior to any disclosure by CONTRACTOR of Confidential Information to a subcontractor or prior to any work being done by a subcontractor that entails receipt of Confidential Information. Once approved, CONTRACTOR agrees to require such subcontractor to sign an agreement in substantially identical terms as this attachment, binding the subcontractor to comply with its provisions.

5. Contractor Guarantees:

CONTRACTOR shall not, except as authorized or required by his or her duties by law, reveal or divulge to any person or entity any Confidential Information which becomes known to him or her during the term of this Agreement.

CONTRACTOR shall keep all Confidential Information entrusted to him or her completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to MTC.

CONTRACTOR shall comply, and shall cause its employees, representatives, agents and subcontractors to comply, with such directions as MTC may make to ensure the safeguarding or confidentiality of all its resources.

If requested by MTC, CONTRACTOR shall sign an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with CONTRACTOR substantially the same in its terms.

6. Notice of Security Breach:

CONTRACTOR shall immediately notify MTC when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this section, immediately is defined as within two hours of discovery. The MTC contact for such notification is as follows:

PRIVACY OFFICER

(510) 817-5700

privacyofficer@mtc.ca.gov

ATTACHMENT D
Staff Acknowledgement Form

Employee Name:	Position:
Section:	

(Print or Type)

Staff member must read and complete this document, initial each item in the space provided, sign and date, and return it to MTC Human Resources. A copy will be placed in the staff personnel file maintained by Human Resources. Staff may periodically be required to update their acknowledgement of these policies.

1. _____ I acknowledge receiving and reading MTC’s Privacy, Records Retention, and Information Technology Security Policies.
2. _____ I understand that I may have access to confidential and sensitive information in my job/position. I agree to use required and reasonable precautions so that this information is not disclosed to unauthorized persons or used in an unauthorized manner.
3. _____ I understand that non-compliance with these policies may result in internal discipline, up to and including discharge, in accordance with Agency rules. Criminal or civil action may be initiated by the appropriate authorities in certain instances.
4. _____ I understand that any tampering, interference, damage, or unauthorized access to computer data or computer systems may constitute a criminal violation of Penal Code Section 502.
5. _____ I understand and agree that I must be responsible to perform my job duties with a commitment to comply with Agency confidentiality and security policies, and procedures, as currently presented and as they may be updated.

SIGNATURE:

In signing this document below, I agree to comply with my responsibilities under all terms of MTC’s Privacy Policy (EDMM No. 323), Records Retention Policy (EDMM 322) and Information Technology Security Policies (EDMP No. 032).

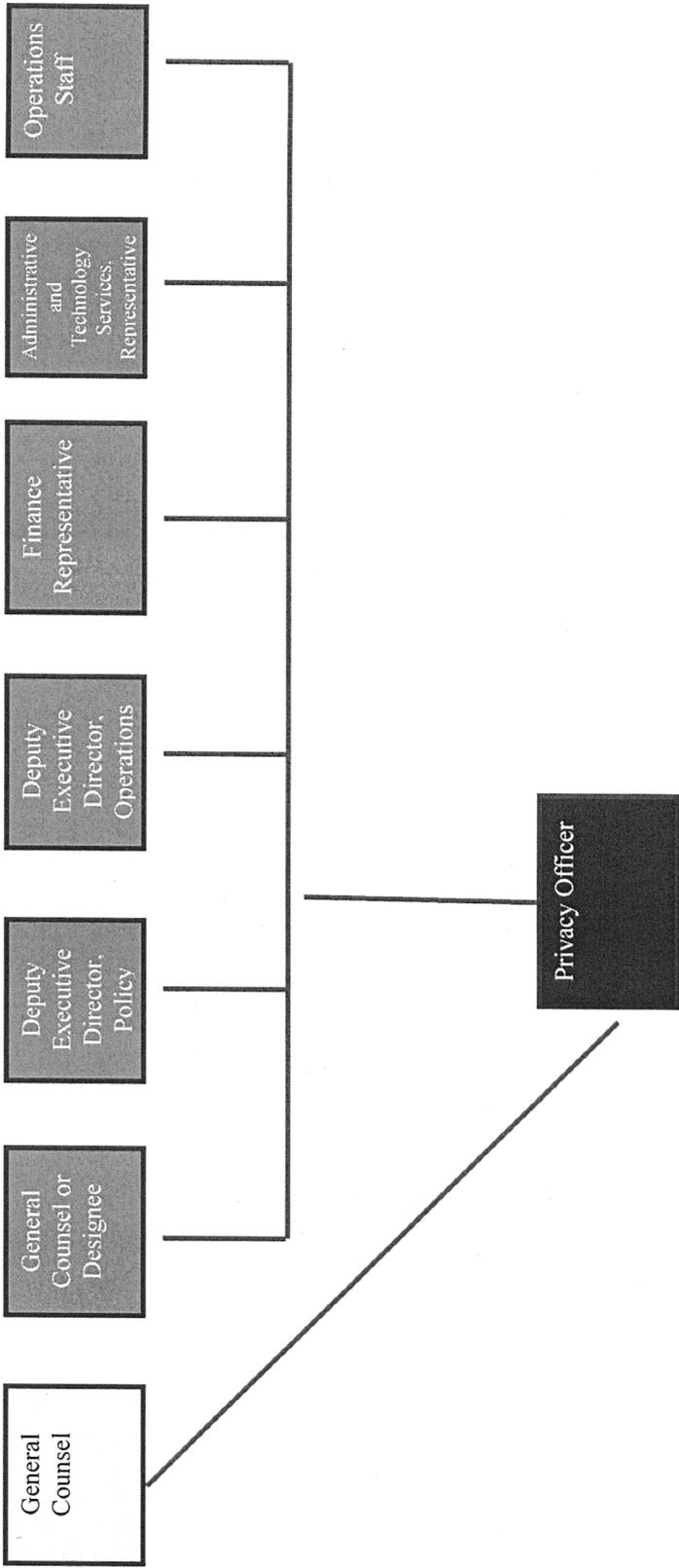
Employee Signature:

Date:

Agency Use Only:

Receipt in MTC HR _____ (date)

ATTACHMENT E
Governance Structure for Privacy



375 BEALE
CONDOMINIUM CORPORATION
Memorandum

Bay Area Metro Center, Suite 800
375 Beale Street, San Francisco, CA 94105
TEL 415.778.6700
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Date: June 20, 2017

AGENDA ITEM 12

Subject: Meeting Room Management Policy Issues

Background:

Agency representatives have been working with the Meeting Room Manager (*Jeremy Gladson*) on the development of a new policy to guide use of the shared meeting rooms. A draft policy was developed that includes room use scheduling priorities.

Prior to seeking final approval of the policy by the Board, the draft policy guided staff on how the room use policy would be implemented and what changes if any were needed based on actual experiences. The shuttle service to/from BART to Bay Area Metro Center was also implemented, but has continued to have low ridership even after increasing marketing efforts.

The following information is included for your review:

- Attachment A – summarizes by Agency the 732 meetings held in the 1st floor public meeting rooms (Board Room, Yerba Buena and Ohlone). These rooms are in heavy and constant demand.
- Attachment B – summarizes by Agency utilization of the shuttle service.
- Attachment C – summarizes challenges identified by staff that need to be resolved prior to finalizing the meeting room management policy.

Recommendation:

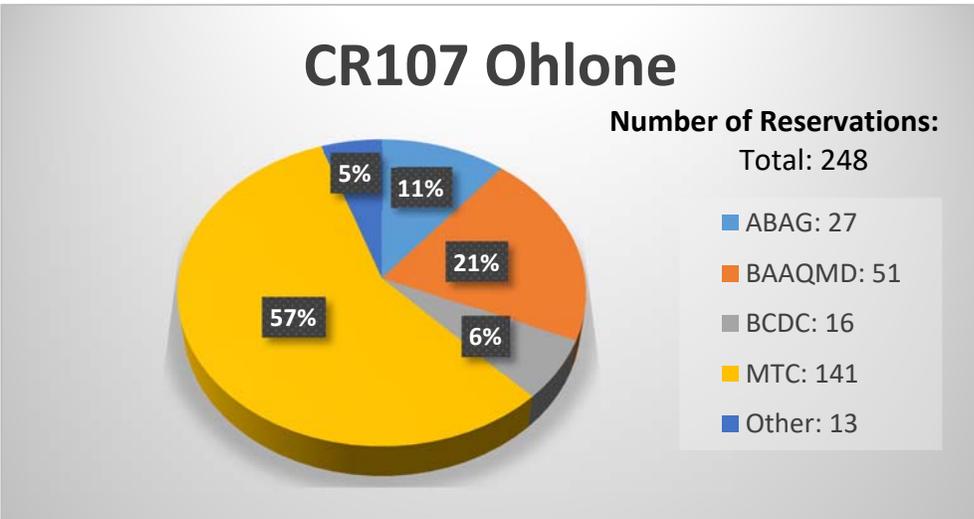
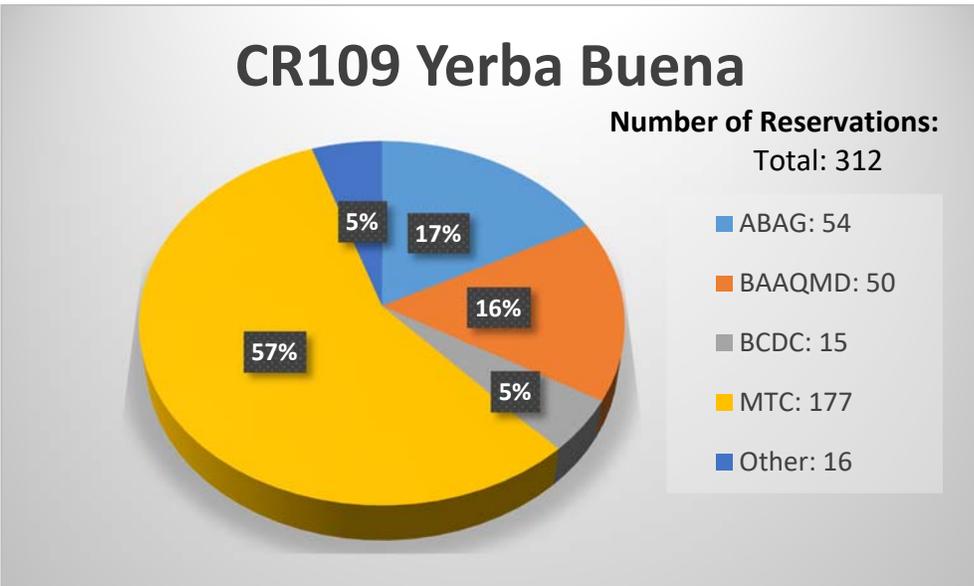
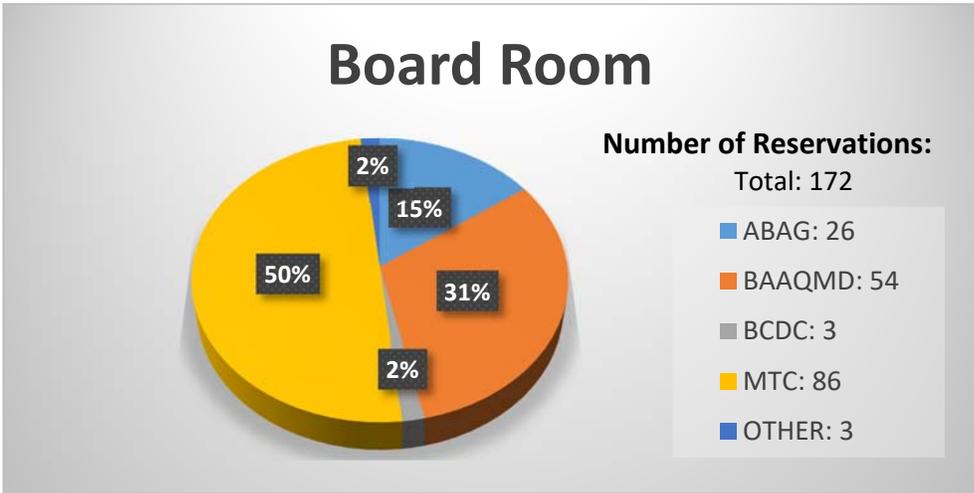
Staff recommends that:

1. Business Team representatives work with the Deputy Directors to develop solutions to the proposed challenges, with the goal of presenting a revised Meeting Room Management policy for consideration by the Board for adoption at a subsequent meeting.
2. The Board support discontinuance of the shuttle service due to low ridership. If the Board supports this recommendation, staff will present this recommendation to the BAHA Board for approval.

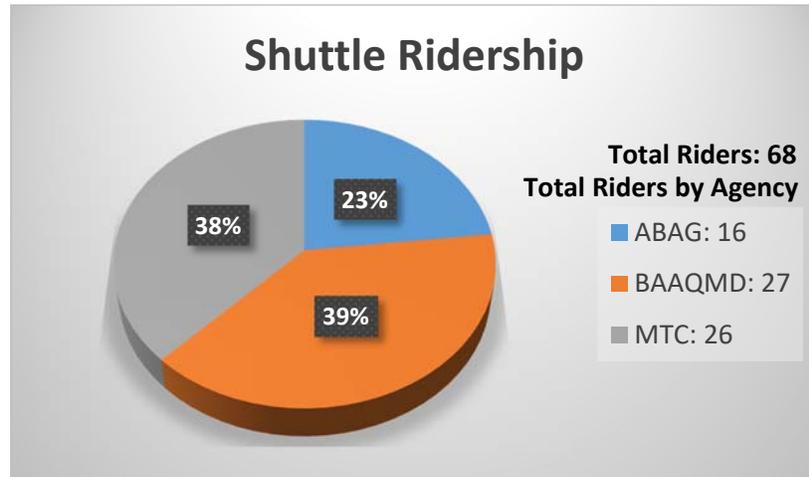
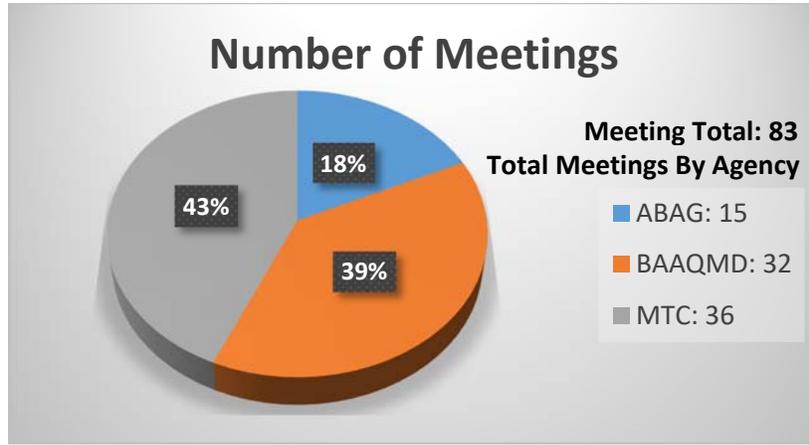
Attachments

Bay Area Metro Center 1st Floor Meeting Room Reservations

5/23/2016 – 5/31/2017



Bay Area Metro Center Public Meeting Shuttle Ridership Info



Month	TOTAL Riders	ABAG # Meetings	ABAG Riders	BAAQMD # Meetings	BAAQMD Riders	MTC # Meetings	MTC Riders
September	15	2	3	4	7	6	5
October	11	2	1	3	5	4	5
November	4	1	3	1	0	4	1
December	4	2	0	5	2	4	2
January	6	3	3	2	2	3	2
February	5	2	2	4	2	5	1
March	11	1	2	6	6	3	3
April	7	1	1	2	2	4	4
May	5	1	1	5	1	3	3
TOTAL	68	15	16	32	27	36	26

MEETING ROOM MANAGEMENT CHALLENGES

Below is a summary of the challenges that were identified with implementing meeting room management:

1. Larger Meeting Space Needed

- **Challenge:** The demand for larger meeting rooms is challenging, particularly for meetings with 40-50 participants. Yerba Buena and Ohlone are booked. The XL conference rooms fit about 30 maximum. The new XXL conference room on the 5th floor may only accommodate 30-40 attendees.
 - **Suggestion:** The large retail space should be developed with plan to accommodate 50+ attendees and have flexible set up options.

2. Reservation Priority Scheduling

- **Challenge:** If we accept deposits from 3rd parties, we need to be able to lock that reservation in. However, if one of our agencies requires the space for a public meeting, the 3rd party could get bumped from their reservation. We've had two examples (in June) of public meetings being scheduled last-minute (within 30 days of the reservation) that have bumped prior reservations.
 - **Suggestion:** When the large retail space is finalized, we could designate that non-agency meetings be held there and not be bumped.
 - **Suggestion:** Establish some priority for 3rd parties who pay the room rental deposit (*i.e. no bumping if within 30 days of the meeting date*)

3. Staffing

- **Challenge (AV):** We currently do not have staffing to support AV during evening reservations. Our contract with NTT for A/V support staffs them until 4pm, and Jess Thomas (MTC staff) can most often support until 5pm. For evening meetings to this point, we have been able to set them up before 5pm and leave the meeting host on their own, but this is not ideal. If something goes wrong or doesn't work properly, there is no support present.
 - **Suggestion:** We would need a contract that provides "as-needed" services for AV support outside of normal operating hours. The cost to be borne by the meeting host.
- **Challenge (Room/Furniture):** We currently do not have staffing to support room/furniture setup for evening meetings. We have been careful about scheduling so that furniture can be set before our staff leaves for the day. However, if changes are needed or if there is an afternoon meeting that ends too close to the starting time of an evening meeting, we need to be able to have staff around to support the furniture setups.

- **Suggestion:** We need a contract that provides “as-needed” services for room support outside of normal operating hours. We should explore whether our property manager, Cushman & Wakefield of California, Inc. can assist with this. The cost could be borne by the meeting host.

4. Alcohol

- **Challenge:** We need a clear direction for when and how alcohol can be served during meetings for both agency meetings and 3rd party meetings. This includes when 3rd parties or agencies are serving public attendees, and when served for agency hosted events.
 - **Suggestion:** For 3rd party reservations, we can insist that alcohol be served by a licensed caterer.

5. The Cove

- **Liability:** Liability for use of Room 232 “The Cove” needs to be mitigated by informing activity instructors and participants that use of the room and participation in an activity is “at their own risk”.
 - **Suggestion:** Signage should be placed inside the room. This signage would be similar to others needed for vehicle and bicycle parking which limits the building owner’s liability for lost or theft of personal property.
 - Activity instructors should provide waivers releasing BAHA and the condo owners from liability/responsibility for injuries.
 - Suggested signage: “USE OF THIS ROOM USE IS AT USERS’ OWN RISK. Participation in fitness classes is voluntary and is not considered job related. Injuries incurred while participating are unlikely to be covered by workers’ compensation.”
- **Floor:** The floor and space should be protected from damage, for example by users’ portable exercise equipment.
 - **Suggestion:** Stephen Wolf (BAHA) has provided some guidelines for how to protect the floor (e.g. soft-soled shoes, no heavy equipment). These need to be posted to make participants aware. Instructors will also be required to abide by these guidelines as part of their agreement for using the room.
- **Storage:** There have been questions about storing equipment in the room for recurring activities (yoga mats, bands, etc.).
 - **Suggestion:** There are closets with shelves inside the room which could be used for storage. Signage should be placed on the closets to notify participants that the closets are not locked and use of them for storage is at users’ risk.
 - Suggested signage: “CLOSETS ARE NOT LOCKED. STORAGE OF ITEMS IN THESE CLOSETS IS AT USERS’ OWN RISK.”

6. Locker Use:

- Users are finding that the inside lockers are not readily available for those who need one as some are locking up their personal items for extended periods. The request was to encourage these users place items in the outside lockers for longer use periods. Also, some have also requested that overnight use be allowed.
 - **Suggestion:** Signage or stickers should be placed inside the lockers on use etiquette.
 - **Suggestion:** May want to consider a nominal fee for reserved locker and overnight locker privileges.

7. Rental Fees

- **Fee Survey:** A comparison of fees charged by other public agencies and hotels was completed. A recommendation on the fee structure will need to be developed for consideration by the Condo Board.

8. Shuttle

- **Challenge:** To comply with an agreement with ABAG, BAHA initially hired SF Mini Bus to provide shuttle service for Board Members to attend public meetings at the Bay Area Metro Center. SF Mini Bus was determined to be the only provider to have ADA compliant services. Ridesharing services (i.e. Uber) cannot guarantee ADA compliant services.
 - From the MOU: *Subject to adequate demand, shuttle service from the Embarcadero BART station to the Facility will be provided for all public agency board and committee meetings. BAHA shall determine, in consultation with ABAG, what constitutes “adequate demand.”*
 - After consistently low ridership, a recommendation to cancel the service was presented to BAHA on November 16, 2016. The decision was made to continue the service and direction was given to address concerns about advertising so the public and Board Members were aware of its availability.
 - Beginning on March 22, 2017, an informational postcard was distributed to Commissioner’s stations, in the vestibule of the Board Room, and in the HUB. Shuttle information was also posted more prominently on the MTC website.
 - After attempts to better advertise, shuttle ridership continues to be extremely low. There is no budget allocated to shuttle service beyond June 2017.
- **Suggestion:** Consider discontinuing the service.

375 BEALE
CONDOMINIUM CORPORATION
Memorandum

Bay Area Metro Center, Suite 800
375 Beale Street, San Francisco, CA 94105
TEL 415.778.6700
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Date: June 20, 2017

AGENDA ITEM 13

Subject: 375 Beale Condo Corporation Business Insurance

Background:

Pursuant to the CC&Rs section 8.02, BAHA has secured business insurance including general liability, automobile, workers' compensation, environmental, property and crime insurance. On behalf of the condo corporation, BAHA also secured policies for the Directors and Officer's Liability insurance and Cyber Liability/Network Security.

Attachment A is a summary of the insurance policies, effective dates, policy amounts and vendors. All of the policy forms are available for inspection by any director or unit owner upon request at any time.

BAHA is also working with its insurance broker to confirm each unit owner's compliance with insurance provisions per the CC&Rs.

Recommendation:

Staff recommends that the Directors approve of the insurance coverage pursuant to Section 8.02 of the CC&Rs.

Attachment:

J:\COMMITTE\375 Beale Condo\2017\06_Jun'2017_Beale Condo\13_Business_Insurance_Memo.docx

Bay Area Headquarters Authority and 375 Beale Condominium Corporation Insurance

Policy Term: 1/15/2017 to 1/15/2018 except where noted

General Liability

General Liability

Carrier: *West American Insurance Co.* **Policy #:** BLW(18)57729015

Domestic Liability Limits

Each occurrence	\$1,000,000
General aggregate	\$2,000,000
Products/completed operations aggregate	\$2,000,000
Personal and advertising injury	\$1,000,000
Property damage to rented premises	\$ 300,000
Medical expense payments	\$ 5,000

Automobile Liability

Carrier: *Ohio Security Insurance Co.* **Policy #:** BAS(18)57729015

Domestic

Non-owned automobile liability	\$1,000,000
Hired automobile liability	\$1,000,000
Hired auto physical damage limit per vehicle	N/A
Hired auto collision & comprehensive deductibles	\$1,000/\$1,000

Primary Umbrella Liability

Carrier: *Liberty Insurance Corporation* **Policy #:** TH7691460169037

Limits

Per occurrence	\$20,000,000
General Aggregate	\$20,000,000
Products/Completed Operations Aggregate	\$20,000,000

Self-Insured Retention \$10,000

Excess Liability

Carrier: *RSUI Indemnity Company* **Policy #:** NHA241765

Domestic Limits

Per occurrence Limit:	\$15,000,000 part of \$30,000,000 excess of \$20,000,000
General aggregate Limit:	\$15,000,000 part of \$30,000,000 excess of \$20,000,000

Excess Liability

Carrier: *Endurance Risk Solutions* **Policy #:** EXC10004274403

Domestic Limits

Per occurrence	\$15,000,000 part of \$30,000,000 excess of \$20,000,000
General aggregate	\$15,000,000 part of \$30,000,000 excess of \$20,000,000

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

This synopsis is a highlight of the coverages and Limits in force upon the date of publication. It is not meant to be all inclusive. Refer to the actual policy(ies) for all terms, conditions, extensions and exclusions. Changes in coverages or Limits made after the publication date are not included

Property

Carrier: *Affiliated FM Insurance Co.* **Policy #:** SG166

Limits

Blanket Building, Personal Property & Business Income	\$240,862,000
Extra Expense	\$ 10,000,000
Earthquake Sprinkler Leakage (EQSL)	Included
Flood	\$ 25,000,000
Equipment breakdown property damage	Included
Ordinance or law (increased cost to repair and cost to demolish/clear site)	Included
Property Any Other Location	\$1,000,000
Property in Transit	\$1,000,000
Property in the Course of Construction	\$10,000,000
Soft Costs	\$100,000

Deductible

Building, physical damage & Business Property	\$10,000
Business Income/Extra Expense waiting period	24 Hours
EQSL and Flood	\$100,000

Pollution Liability

Carrier: *Steadfast Insurance Co.* **Policy #:** EPC931968700

Effective Dates: 10/14/11 to 10/14/21

Limits

Each pollution event	\$2,000,000
Aggregate	\$2,000,000

Deductible

Each pollution event	\$25,000
----------------------	----------

Cyber Liability

Carrier: *Lloyds of London* **Policy#:** B0621PMET0007 16

Effective Dates: 4/1/16 to 9/30/17

Limits

Maximum Policy Aggregate	\$20,000,000
PCI DSS Fines and Penalties - sublimit	\$250,000

Deductible

Each and Every Claim, except:	\$100,000
PCI DSS Fines and Penalties	\$250,000
Business Interruption and Dependent Business Income Loss	12 Hours

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

This synopsis is a highlight of the coverages and Limits in force upon the date of publication. It is not meant to be all inclusive. Refer to the actual policy(ies) for all terms, conditions, extensions and exclusions. Changes in coverages or Limits made after the publication date are not included

Crime

Carrier: F&D Co of MD **Policy#:** CCP 0066582

Effective Dates: 4/1/16 to 4/1/19

Limits

Employee Theft – per Loss	\$20,000,000
Forgery or Alteration	\$1,000,000
Inside Premises – Theft of Money and Securities	\$650,000
Outside the Premises	\$1,000,000
Computer Fraud	\$20,000,000
Funds Transfer Fraud	\$20,000,000
Faithful Performance	\$1,000,000
Designated Agent CALTRANS	\$1,000,000

Deductible

Employee Theft, Forgery, Computer Fraud & Funds Transfer	\$50,000
Inside/Outside Premises –Theft of Money and Securities	\$10,000

Employed Attorney Professional Liability

Carrier: Atlantic Specialty **Policy#:** EML-01202-16

Effective Dates: 4/1/16 to 9/30/17

Limits

Aggregate for All Claims (Defense Expenses incl. in Limits of Liability)	\$5,000,000
Each Claim	\$5,000,000
Intra-Organization Defense Claims	\$500,000

Deductible

Insuring Agreement A	\$0
Insuring Agreement B	\$25,000
Medical expense payments	Excluded

Foreign Package

Carrier: ACE American **Policy#:** PHF D38378296 004

Effective Dates: 4/1/16 to 9/30/17

Limits

International General Liability	
Each occurrence	\$1,000,000
General aggregate	\$5,000,000
Medical expense (any one person)	\$25,000
Employee Benefits Liability	\$1,000,000
Contingent Auto Liability	\$1,000,000
Hired Auto Physical Damage	\$50,000
Employers Responsibility (FVWC)	\$1,000,000
AD&D	\$50,000 / \$1.5M agg
Kidnap & Ransom	\$250,000

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

This synopsis is a highlight of the coverages and Limits in force upon the date of publication. It is not meant to be all inclusive. Refer to the actual policy(ies) for all terms, conditions, extensions and exclusions. Changes in coverages or Limits made after the publication date are not included

Public Officials and Employment Practices

Insured: Bay Area Headquarters Authority

Effective Dates: 4/1/16 – 9/30/17

Primary Policy

Carrier: RSUI Indemnity (RSUI) **Policy#:** HP667184

Limits

D&O Coverage With Public Officials Extension (shared with EPL)

Clause A – Non-indemnifiable claims	\$5,000,000
Clause B – Company reimbursement	\$5,000,000
Clause C – Entity coverage	\$5,000,000
Total aggregate limit	\$5,000,000

Retention – each claim

Clause A – Non-indemnifiable claims	NIL
Clause B – Company reimbursement	\$75,000
Clause C – Entity coverage	\$75,000
Class action	\$250,000

EPL Coverage (shared with D&O)

Each claim for employment event(s)	\$5,000,000
Wage/Hour defense sublimit	\$100,000
Total aggregate limit	\$5,000,000

Retention – each claim

Each claim employment event(s)	\$100,000
Class action	\$250,000

Excess Policy

Carrier: Hiscox Insurance **Policy#:** UDA1203439-16

Limits

D&O Coverage With Public Officials Extension (shared with EPL)

Clause A – Non-indemnifiable claims	\$5,000,000
Clause B – Company reimbursement	\$5,000,000
Clause C – Entity coverage	\$5,000,000
Total aggregate limit	\$5,000,000

EPL Coverage (shared with D&O)

Each claim for employment event(s)	\$5,000,000
Total aggregate limit	\$5,000,000

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

This synopsis is a highlight of the coverages and Limits in force upon the date of publication. It is not meant to be all inclusive. Refer to the actual policy(ies) for all terms, conditions, extensions and exclusions. Changes in coverages or Limits made after the publication date are not included

Directors and Officers Liability – 375 Beale Condominium Corporation**Insured:** 375 Beale Condominium Corporation**Carrier:** Travelers Casualty and Surety Co of America**Policy No.**

106707180

Limits

Each claim

\$2,000,000

Policy Aggregate

\$2,000,000

Retention – each claim:

Clause A – for each Director and Officer Claim

Nil

Clause B – for each Directors and Officers Claim

\$2,500

Clause C –for each Directors and Officers Claim

\$2,500

Clause D –for each Directors and Officers Claim

\$2,500

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

This synopsis is a highlight of the coverages and Limits in force upon the date of publication. It is not meant to be all inclusive. Refer to the actual policy(ies) for all terms, conditions, extensions and exclusions. Changes in coverages or Limits made after the publication date are not included

375 BEALE

CONDOMINIUM CORPORATION
Memorandum

Bay Area Metro Center, Suite 800
375 Beale Street, San Francisco, CA 94105
TEL 415.778.6700
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Date: June 20, 2017

AGENDA ITEM 15

Subject: Building Access and Security Services

Background:

- On behalf of BAHA, Cushman & Wakefield of California, Inc. (Cushman Wakefield) contracts for third party security services.
- The building is monitored by on-site security staff 24 hours, 7 days per week.
- Security cameras provide visual monitoring of the building perimeter and main points of entrance into the agency spaces (near atrium doors). The security guards have access to the cameras at the 1st floor console.
- Physical keys were provided to each agency that open individual offices and specialty areas, along with an agency master.
- Cushman Wakefield has “Grand Master” keys that open doors to all building areas including back of the house with limited and controlled distribution of these keys.

Discussion:

The building is monitored by on-site security staff 24 hours, 7 days per week as follows:

Security (Work 7 ½ hrs. – No paid lunch)

Day Shift

- | | | |
|---|-------------|--|
| • Security Director | Mon – Fri | 8:00a – 4:00p |
| • Console - Assistant Security Director | Sun – Thurs | 6:00a – 2:00p |
| • Rover | Sun – Sat | 6:00a – 2:00p |
| • Harrison Garage Officer | Mon – Fri | 7:00a – 3:00p (<i>Until equip installed</i>) |
| • Harrison St. Entrance Officer | Mon – Fri | 7:00a – 3:00p |

Swing Shift

- | | | |
|-----------------------------------|-----------|--|
| • Console – Security Lead Officer | Sun – Sat | 2:00p – 10:00p |
| • Rover | Sun – Sat | 2:00p – 10:00p |
| • ½-Harrison Garage Officer | Mon – Fri | 3:00p – 7:00p (<i>Until equip installed</i>) |
| • ½-Harrison St. Entrance Officer | Mon – Fri | 3:00p – 7:00p |

Graveyard Shift

- | | | |
|-----------------------------------|-----------|----------------|
| • Console – Security Lead Officer | Sun – Sat | 10:00p – 6:00a |
| • Rover | Sun – Sat | 10:00p – 6:00a |

Additional Guard Services:

- For public meetings, the Bay Area Air Quality Management District (BAAQMD) contracts for private guard services with officers that carry concealed weapons.

- Visitors attending these meetings must also go through a security scanning system before entry into the board room.
- For special events, the Meeting Host may be required to have additional guard services depending on the time (*after 7pm*) and size of an evening event (*greater than 50 attendees*).
- The BAAQMD did contract for private armed guard services to support and mitigate an escalating employee matter.

Staff Access (Badge and Keys)

- Staff have 24/7 access to building via building access security card.
- BAAQMD limited hours for some staff.
- Access to specialty areas (i.e. file rooms, IDF closets, data center) is determined by agency representatives. Some doors have card readers (i.e. BAAQMD HR File Room) and others are opened by key (i.e. staff offices)
- Agency representatives have been provided with agency master keys that open all designated agency doors.
- Employees are required to show their building access card to security guard prior to entry into the elevators.
- Cushman Wakefield and its contractors (Engineering, Security and Janitorial) along with designated BAHA Representatives (*Steve Heminger, Andrew Fremier and Stephen Wolf*) have access to all areas of the building either through master building access card or “Grand Master” Keys.
- According to Article 2.1 of the “The Rules of the Corporation”, each Unit Owner may install its own security system within its unit, but the Unit Owner shall give the Facility Operator keys or access codes to any such system.

Visitor Management

- Designated tenant representatives enter their visitors and guests into Workspeed
- Visitors must check in at the security desk and receive a temporary adhesive badge
- Visitors are then allowed to visit the FasTrak[®] Customer Service Center, private tenants and the 7th floor reception desk.
- Asbestos permits are accepted at the HUB on behalf of the BAAQMD. All other permit requests are handled via telephone call or by appointment only.
- On average, the security desk on the 1st floor has 200 scheduled visitors per day and close to 1,000 visitors per week.

Recommendation:

1. The Facility Operator seeks direction from the Board of any changes to the current procedures including “master access” to agency space(s).
2. The Board may want to consider a protocol for use of armed guard services.

375 BEALE
CONDOMINIUM CORPORATION
Memorandum

Bay Area Metro Center, Suite 800
375 Beale Street, San Francisco, CA 94105
TEL 415.778.6700
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Date: June 20, 2017

AGENDA ITEM 17

Subject: Report of the Facility Operator

Background:

This report is provided to the Board of Directors of 375 Beale Condominium Corporation by the Bay Area Headquarters Authority (BAHA) as the Facility Operator for the property located at 375 Beale Street in San Francisco (the "Facility"). Terms used in our reports have the meanings defined in the CC&Rs for the Facility.

BAHA is pleased to serve as the Facility Operator. We will provide reports at each meeting of the Board and we will welcome inquiries, comments and suggestions from you at any time between meetings. Teri Green will be your primary contact.

Role. The CC&Rs give the Facility Operator all powers, duties and responsibilities for the day-to-day operation, management and maintenance of the Common Area and the Jointly Used Space. This includes:

- implementing the Rules that you adopt;
- preparing proposed budgets for your consideration;
- implementing the budgets that you approve;
- keeping full, complete and correct books and records for inspection by you and the Unit Owners;
- collecting and depositing assessments that you authorize;
- providing maintenance, repair, replacement and restoration services; and
- entering into contracts for budgeted or approved services and supplies.

Significant Actions. Each future report will include a brief description of significant actions taken by the Facility Operator since the last report. In this first report, we advise you of the following significant actions taken by the Facility Operator since relocating into the building in May 2016:

1. Established weekly business team meetings, worked cooperatively with agency representatives and property manager to implement shared services for front desk reception, visitor management, meeting room management, pantry/supply rooms, and copy center/mail room services and developed solutions to operational issues.
2. Assisted Chief Financial Officer (*Brian Mayhew*) in preparing the FY 2016-17 budget and assessments for the fiscal year ending June 30, 2017 and the FY 2017-18 budget and assessments for fiscal year ending June 30, 2018. (See agenda item #9)

3. Conferred with agency representatives to convert quiet rooms into dedicated Mother/Nursing rooms as required by our property managers, state law.
4. Implemented fire safety training with Cushman & Wakefield of California, Inc. and held building wide fire drill in October 2016.
5. Developed pilot program for shuttle services to bring public and governing board members from BART to Metro Center building to attend public meetings.
6. Obtained approval from BAHA governing board to implement a parking infrastructure project that includes Automated Vehicle Identification (AVI) technology and parking payment system. Worked with the Bay Area Air Quality Management District (BAAQMD) to secure grant funding for EV Charging system.
7. Worked with property manager and agency representatives to implement the Workspeed system for tracking building, visitor, parking and other service requests (Attachment A).
8. Implemented reservation scheduling system, conferred with agency representatives to schedule all public and other meetings. The number of meetings reserved was 15,000 for a total of 8,976 hours. Identified issues and recommendations related to meeting room management for consideration by the Board. (See agenda item #14)
9. Conferred with agency representatives on implementation of a shared fleet management program managed and operated by the BAAQMD's Business Office (Attachment B). Continued to analyze user needs to identify opportunities for a further reduction of fleet size.
10. Implemented shared services technology program for key, agreed-upon elements including webcasting and audio visual support (Attachment C).

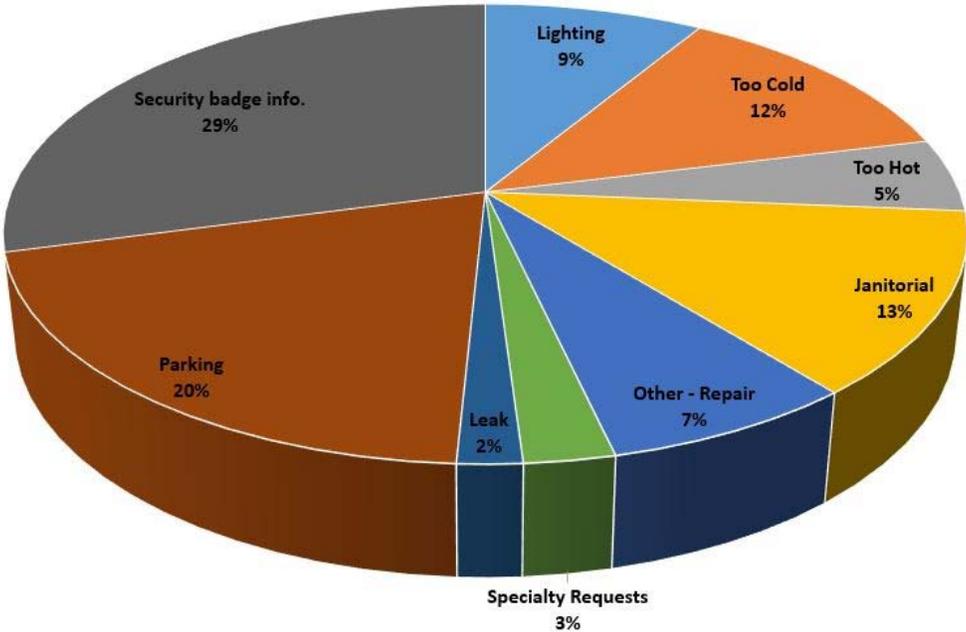
Attachments

J:\COMMITTEE\375 Beale Condo\2017\06_Jun'2017_Beale Condo\17_Report_of_the_Facility_Operator_Memo.docx

Workspeed – Service Requests

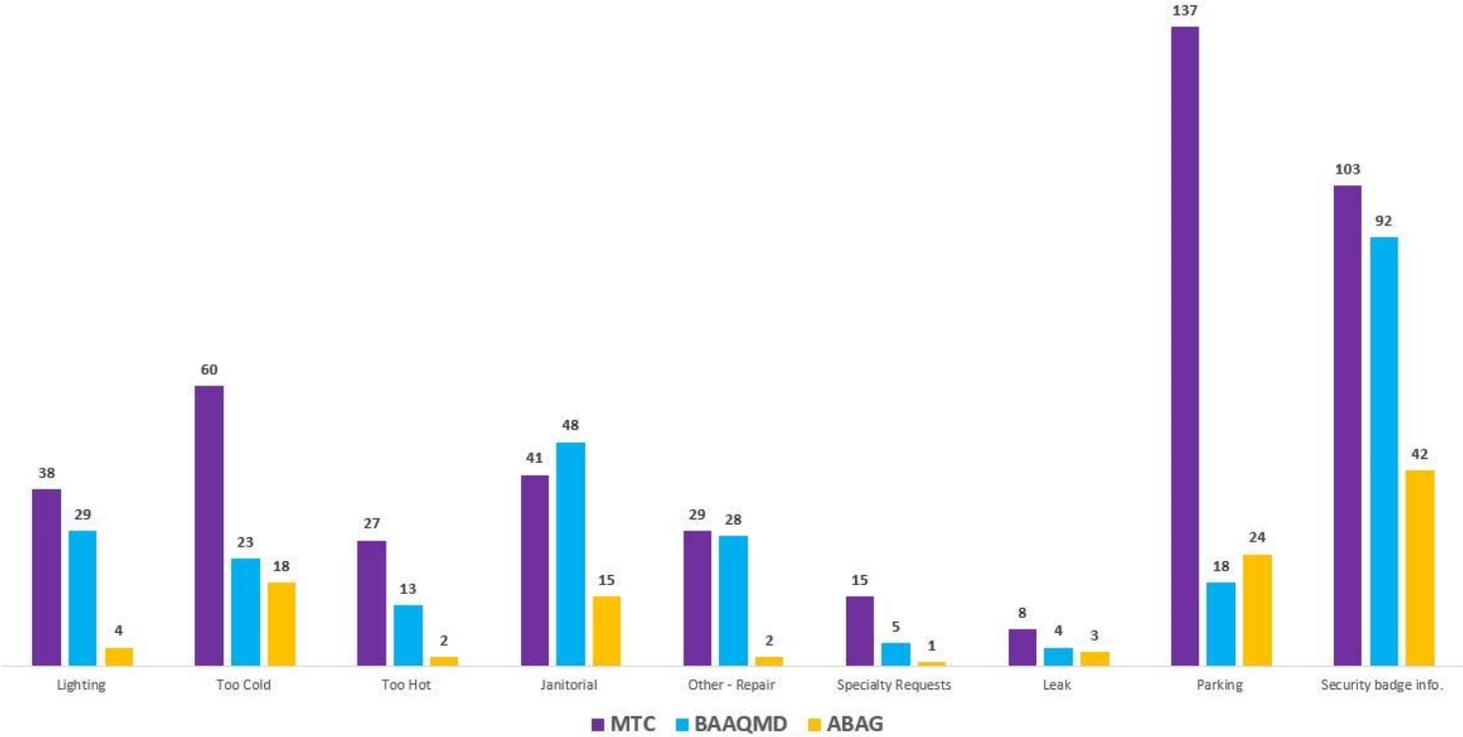
All Agencies – MTC, ABAG and BAAQMD

Agency Service Requests
05.2016 thru 05.2017



Based on categories above, total service requests submitted by the 3 agencies: 829

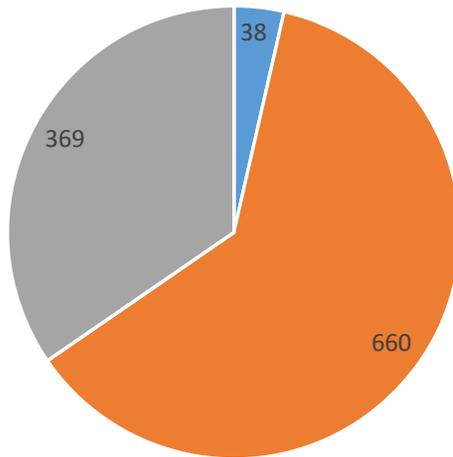
Service Requests by Agency
May 2016 - May 2017



Based on categories above, total service requests submitted by the 3 agencies: 829
MTC: 458 / BAAQMD: 260 / ABAG: 111

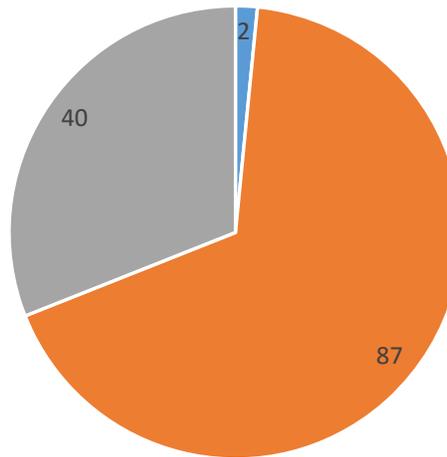
Pool Vehicle Use (by Agency)

All Vehicle Use
(# of trips)



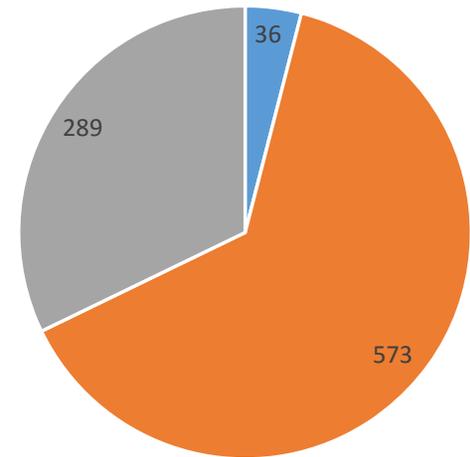
■ ABAG ■ BAAQMD ■ MTC

Rental Vehicles
(# of trips)



■ ABAG ■ BAAQMD ■ MTC

Pool Vehicles
(# of trips)

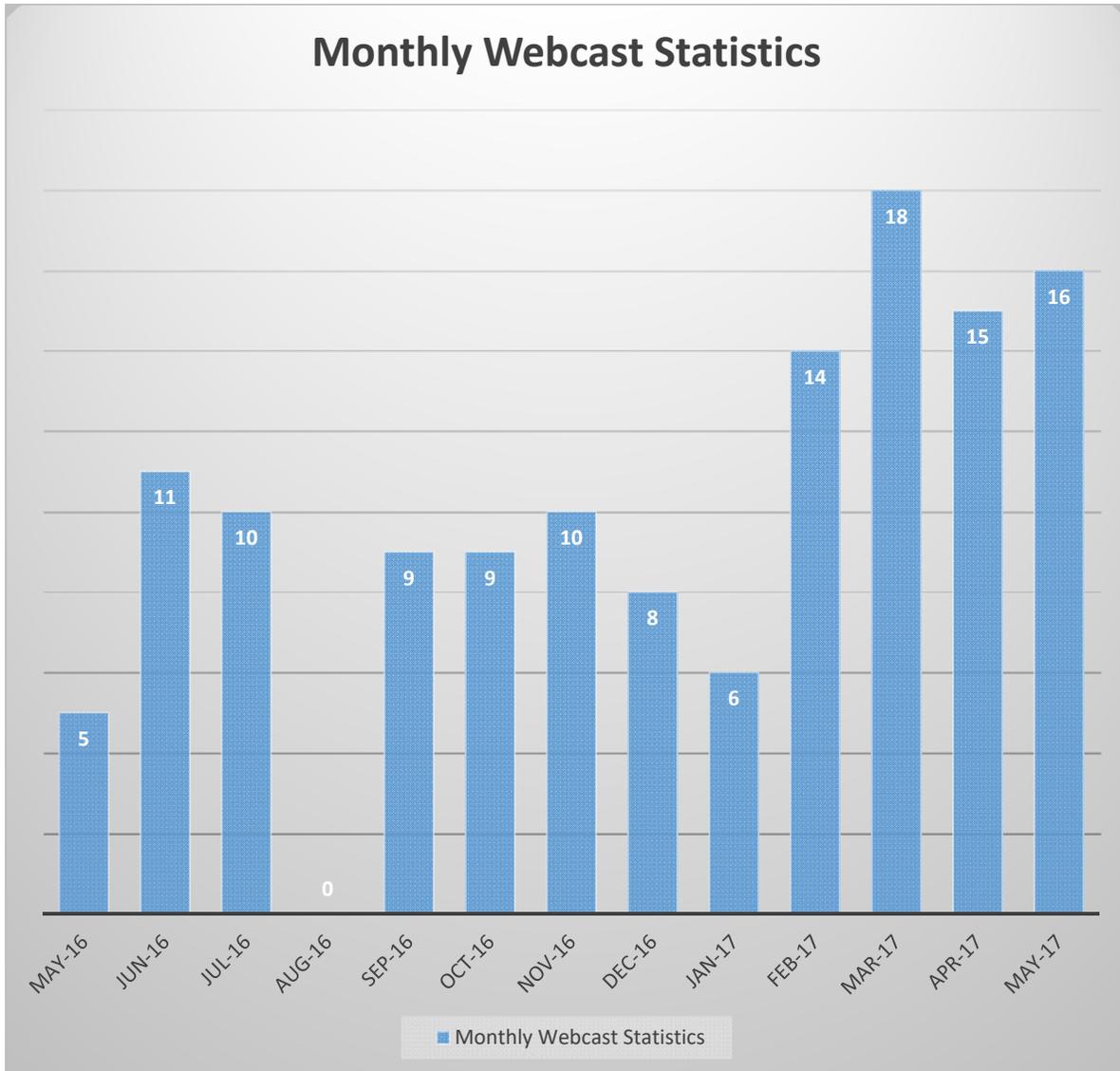


■ ABAG ■ BAAQMD ■ MTC



Bay Area Metro Center – Audio Visual

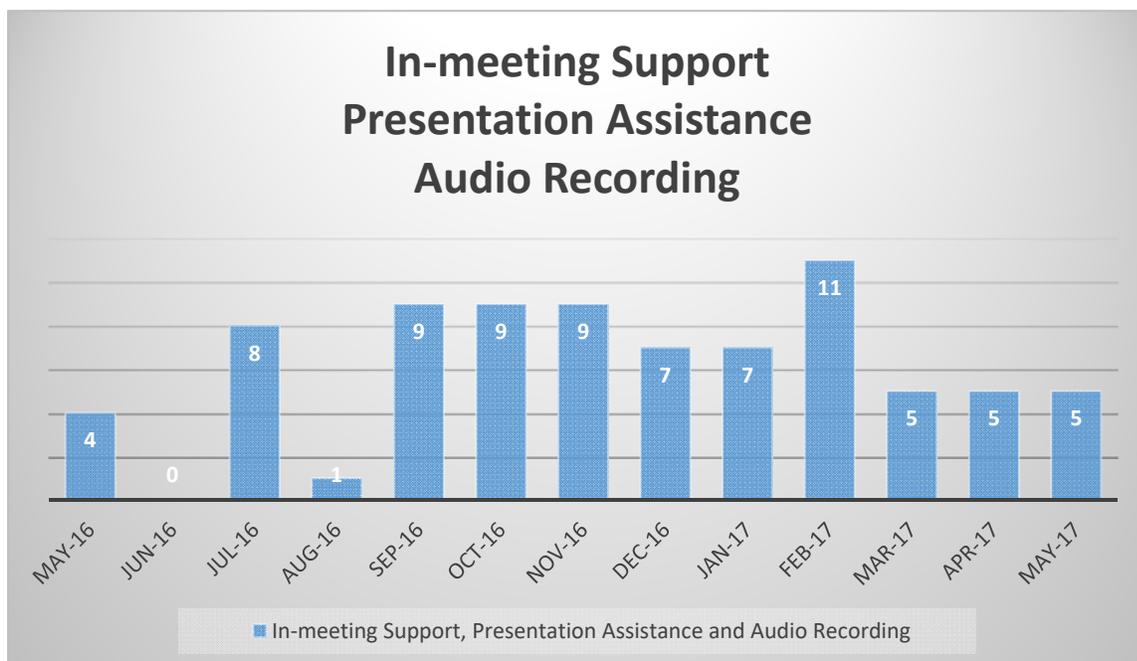
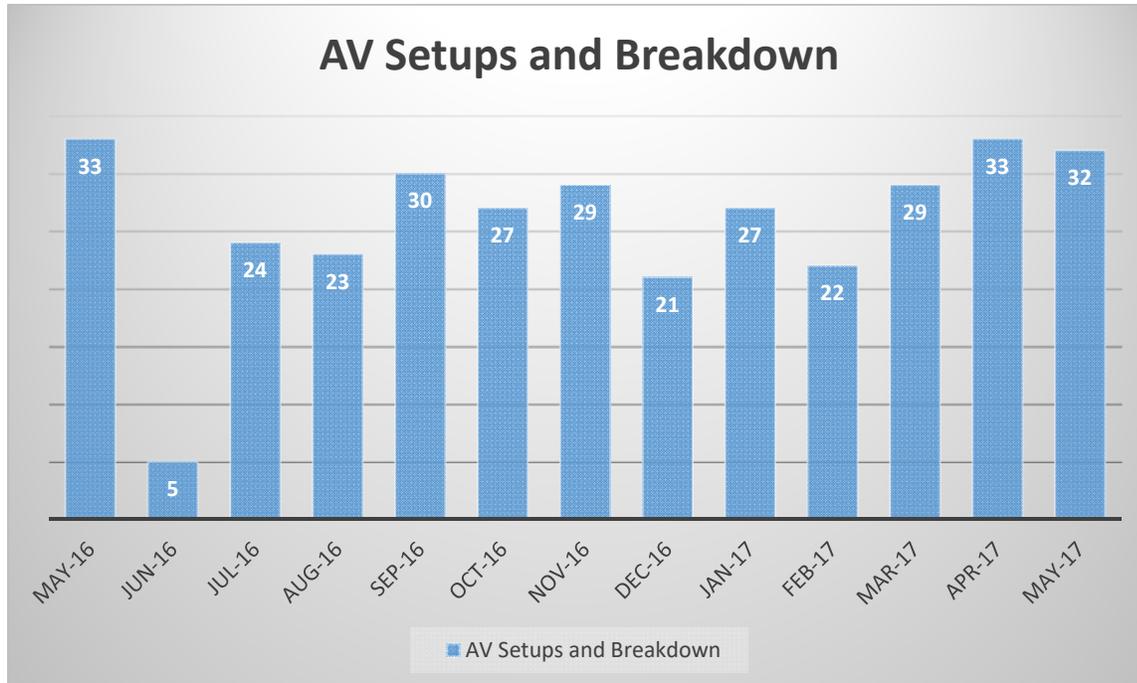
5/23/2016 – 5/31/2017





Bay Area Metro Center – Audio Visual

5/23/2016 – 5/31/2017



375 BEALE
CONDOMINIUM CORPORATION
Memorandum

Bay Area Metro Center, Suite 800
375 Beale Street, San Francisco, CA 94105
TEL 415.778.6700
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Date: June 20, 2017

AGENDA ITEM 18

Subject: Bay Area Air Quality Management District's Hazardous Materials Storage and Insurance Report

Background:

The Bay Area Air Quality Management District (BAAQMD) has submitted the attached report in compliance with CC&Rs – Section 5.11 (f) which state the following:

BAAQMD has elected to store certain hazardous materials in parking areas that are reserved for use by BAAQMD. Such storage shall be strictly in compliance with applicable laws, rules and regulations. In addition, BAAQMD shall be required to indemnify, defend and hold the other Owners harmless from and against any damages, costs, claims, and expenses, including, without limitation, reasonable attorneys' fees and court costs, to the extent arising from or relating to the storage of such hazardous materials. BAAQMD shall keep the Board notified of the contents of such hazardous materials storage on a regular basis and shall maintain commercially reasonable liability insurance to cover any potential claims, as reasonably determined by the Board.

Recommendation:

No further action is needed at this time. BAHA will share the attached report with our insurance broker to confirm compliance.

Attachment

J:\COMMITTEE\375 Beale Condo\2017\06_Jun'2017_Beale Condo\18_HazMat_Inventory_Report_BAAQMD_Memo.docx

Teri Green

To: Satnam Hundel
Subject: RE: hazardous materials

**Teri L. Green, Director Bay Area Headquarters Authority
Metropolitan Transportation Commission**

375 Beale Street, Suite 800
San Francisco, CA 94105
(415) 778-6750 - office

For more information, visit our website at www.mtc.ca.gov.

From: Satnam Hundel [mailto:SHundel@baaqmd.gov]
Sent: Tuesday, June 13, 2017 3:08 PM
To: Teri Green <tgreen@mtc.ca.gov>
Cc: Rex Sanders <rsanders@baaqmd.gov>; Jeffrey McKay <JMckay@baaqmd.gov>
Subject: hazardous materials

Teri,

Please see (in the email below) conformation from our insurance broker that that BAAQMD's current insurance coverage is in compliance with CC& R's 5.11 (f).
Also, attached is the list of hazardous materials. Please let me know if have questions or need any additional information.

Thanks

Satnam.

From: Brian White [mailto:bwhite@alliant.com]
Sent: Tuesday, June 13, 2017 2:57 PM
To: Satnam Hundel <SHundel@baaqmd.gov>
Cc: Cynthia Zhang <czhang@baaqmd.gov>
Subject: Re: hazardous materials

Satnam - yes, it's in compliance. Sorry I couldn't take your call but I was on the other line.

-BAW
415.203.5983

Sent from my iPhone - Please excuse any typos!

On Jun 13, 2017, at 1:51 PM, Satnam Hundel <SHundel@baaqmd.gov> wrote:

Brian,

Just wanted to double check that our insurance is in compliance with the highlight text below. Please confirm.

Thanks

Satnam

From: Teri Green [<mailto:tgreen@mtc.ca.gov>]
Sent: Tuesday, June 13, 2017 1:42 PM
To: Satnam Hundel <SHundel@baaqmd.gov>
Subject: hazardous materials

CC&Rs – Section 5.11 (f)

BAAQMD has elected to store certain hazardous materials in parking areas that are reserved for use by BAAQMD. Such storage shall be strictly in compliance with applicable laws, rules and regulations. In addition, BAAQMD shall be required to indemnify, defend and hold the other Owners harmless from and against any damages, costs, claims, and expenses, including, without limitation, reasonable attorneys' fees and court costs, to the extent arising from or relating to the storage of such hazardous materials. BAAQMD shall keep the Board notified of the contents of such hazardous materials storage on a regular basis and shall maintain commercially reasonable liability insurance to cover any potential claims, as reasonably determined by the Board.

**Teri L. Green, Director Bay Area Headquarters Authority
Metropolitan Transportation Commission**

375 Beale Street, Suite 800
San Francisco, CA 94105
(415) 778-6750 - office

For more information, visit our website at www.mtc.ca.gov.

This email and its attachments are for the exclusive use of the intended recipients, and may contain proprietary information and trade secrets of Alliant Insurance Services, Inc. and its subsidiaries. This email may also contain information that is confidential, or otherwise protected from disclosure by contract or law. Any unauthorized use, disclosure, or distribution of this email and its attachments is prohibited. If you are not the intended recipient, let us know by reply email and then destroy all electronic and physical copies of this message and attachments. Nothing in this email or its attachments is intended to be legal, financial, or tax advice, and recipients are advised to consult with their appropriate advisors regarding any legal, financial, or tax implications.

Location Information		Chemical Identification					Storage Container Information*	
1a*	201	207*	208	214*	218*	221*	223m	223n
CERSID	ChemicalLocation	CommonName	EHS	PhysicalState	MaximumDailyAmount	Units	SCGlassBottle	SCPlasticBottle
10673869	Laboratory 2nd floor	Citric acid, monohydrate	N	a	5.000000	c	Y	
10673869	Laboratory 2nd floor	Stannous chloride dihydrate	N	a	1.653465	c	Y	
10673869	Laboratory 2nd floor	Tin(II) chloride dihydrate	N	a	1.433003	c		Y
10673869	Laboratory 2nd floor	Calcium sulfate, 1/2 hydrate	N	a	1.000016	c	Y	
10673869	Laboratory 2nd floor	Hydrazine sulfate	N	a	0.220462	c		Y
10673869	Laboratory 2nd floor	Hydroxylamine sulfate GR	N	a	0.220462	c		Y
10673869	Laboratory 2nd floor	Lead (II) nitrate	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	Calcium sulfate, dihydrate	N	a	1.000016	c	Y	
10673869	Laboratory 2nd floor	p-Cresol	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	4-Chlorophenol	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	3-Chlorophenol	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	Resorcinol	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	Magnesium oxide	N	a	2.204620	c		Y
10673869	Laboratory 2nd floor	Potassium hydroxide pellets	N	a	3.306930	c	Y	
10673869	Laboratory 2nd floor	Phosphorus Pentoxide, GR	N	a	2.204620	c	Y	
10673869	Laboratory 2nd floor	Florisil	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	Silica gel	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	Silica gel, dried	N	a	1.042785	c	Y	
10673869	Laboratory 2nd floor	SILICA GEL (INDICATING)	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Molecular Sieve, type 5A	N	a	0.500000	c	Y	
10673869	Laboratory 2nd floor	Thorium Nitrate	N	a	0.440924	c	Y	
10673869	Laboratory 2nd floor	Sodium bicarbonate	N	a	7.275246	c	Y	
10673869	Laboratory 2nd floor	Oxalic acid	N	a	2.204620	c	Y	
10673869	Laboratory 2nd floor	4,3-Dihydroxy-2,7-naphthoquinone	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	Sodium borohydride	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	Sodium borohydride	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	Erichrome black T	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	Iron (III) oxide, hydrated	N	a	0.055116	c		Y
10673869	Laboratory 2nd floor	Molecular Sieve, type 3A	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Thorin	N	a	0.022046	c	Y	
10673869	Laboratory 2nd floor	Calcium carbonate	N	a	1.000016	c	Y	
10673869	Laboratory 2nd floor	Sodium carbonate anhydrous	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Ascorbic acid	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	2,3-Dimethylphenol	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	Hydroxylamine hydrochloride	N	a	2.204620	c		Y
10673869	Laboratory 2nd floor	Sodium carbonate, monohydrate	N	a	5.511550	c		Y
10673869	Laboratory 2nd floor	Uranyl acetate (powder)	N	a	1.000016	c	Y	
10673869	Laboratory 2nd floor	Sodium oxalate	N	a	0.044092	c	Y	
10673869	Laboratory 2nd floor	Brilliant green	N	a	0.022046	c	Y	
10673869	Laboratory 2nd floor	1,10-Phenanthroline monohydrate	N	a	0.022046	c	Y	
10673869	Laboratory 2nd floor	Sodium hexametaphosphate	N	a	2.204620	c	Y	
10673869	Laboratory 2nd floor	Molecular Sieve, activated	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Manganese, purified	N	a	0.062898	c	Y	
10673869	Laboratory 2nd floor	Potassium chloride	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Iodine	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	Sodium bisulfate	N	a	1.102310	c		Y
10673869	Laboratory 2nd floor	Sodium chloride	N	a	1.653465	c		Y
10673869	Laboratory 2nd floor	Potassium iodide	N	a	0.275578	c		Y
10673869	Laboratory 2nd floor	Phenolphthalein	N	a	0.250004	c	Y	
10673869	Laboratory 2nd floor	Potassium permanganate	N	a	5.070626	c	Y	
10673869	Laboratory 2nd floor	Potassium peroxydisulfate	N	a	1.102310	c		Y
10673869	Laboratory 2nd floor	Potassium nitrate	N	a	0.055116	c		Y
10673869	Laboratory 2nd floor	Sodium sulfite, anhydrous	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Potassium iodate	N	a	0.440924	c	Y	
10673869	Laboratory 2nd floor	Copper(II) sulfate pentahydrate	N	a	1.102310	c		Y
10673869	Laboratory 2nd floor	Sodium Thiosulfate, anhydrous	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Calcium sulfate anhydride (DRIERITE)	N	a	2.204620	c	Y	
10673869	Laboratory 2nd floor	Calcium sulfate anhydrous	N	a	1.000016	c	Y	
10673869	Laboratory 2nd floor	Potassium dichromate	N	a	1.000897	c	Y	
10673869	Laboratory 2nd floor	Ammonium phosphate, dihydrate	N	a	1.102310	c	Y	
10673869	Laboratory 2nd floor	Sodium dichromate	N	a	1.000016	c	Y	
10673869	Laboratory 2nd floor	Soda lime 4-8 mesh (indicator)	N	a	2.204620	c	Y	
10673869	Laboratory 2nd floor	Formaldehyde sodium bisulfite	N	a	0.231485	c		Y
10673869	Laboratory 2nd floor	Potassium biphthalate	N	a	1.000016	c	Y	
10673869	Laboratory 2nd floor	Benzidine base	N	a	0.022046	c	Y	
10673869	Laboratory 2nd floor	3,4-Dimethylphenol	N	a	0.220462	c	Y	
10673869	Laboratory 2nd floor	Molecular Sieve, activated	N	a	1.000000	c	Y	
10673869	Laboratory 2nd floor	Naphthalene	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	1-5-Diphenylcarbohydrazide	N	a	0.110231	c	Y	
10673869	Laboratory 2nd floor	Silver diethyldithiocarbamate	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	Phenol	N	a	0.110231	c	Y	
10673869	Laboratory 2nd floor	Urease	N	a	0.055116	c	Y	
10673869	Laboratory 2nd floor	Rhodamine B extra	N	a	0.022046	c	Y	
10673869	Laboratory 2nd floor	1,1,1-Trichloroethane	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	1,2,3-Trimethylbenzene	N	b	0.092460	a	Y	
10673869	Laboratory 2nd floor	1,2,4-Triethylbenzene	N	b	0.000264	a	Y	
10673869	Laboratory 2nd floor	1,2-Propanediol, 99.5+%	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	1,3,5-Triethylbenzene	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	1,3-Diisopropylbenzene, 99.5+%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1,4-Dioxane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Butanol, 99.8% HPLC grade	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Decene, 94%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Heptene	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Methoxy-2-propanol acetate	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	1-Methoxy-2-propanol, 98%	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	1-Nonene	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	1-Octene	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Pentanol, 99+%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Propanol, 99.5+% HPLC grade	N	b	1.083105	a	Y	
10673869	Laboratory 2nd floor	2-(Diethylamino)ethanol (DMAE)	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2,2,4-Trimethylpentane	N	b	0.396258	a	Y	
10673869	Laboratory 2nd floor	2,6-Dimethyl-4-heptanone	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	245 Fluid	N	b	0.026417	a	Y	

10673869	Laboratory 2nd floor	2-Butanone, 99+%	N	b	0.528344	a	Y	
10673869	Laboratory 2nd floor	2-Butanone, 99+%	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	2-Butoxyethanol, 99%	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	2-Butoxyethyl acetate	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	2-Chlorophenol	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	2-Dimethylaminoethanol	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2-Ethoxyethanol, 99+%	N	b	0.158503	a	Y	
10673869	Laboratory 2nd floor	2-Ethoxyethyl acetate,99+	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	2-Methyl-1-propanol, 99.5	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2-Methyl-2-4-pentanediol,	N	b	0.013209	a		Y
10673869	Laboratory 2nd floor	2-Methyl-2-propanol	N	b	0.264172	a		Y
10673869	Laboratory 2nd floor	2-Propanol	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	2-Propoxyethanol, 99%	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	344 Fluid	N	b	0.184920	a	Y	
10673869	Laboratory 2nd floor	345 Fluid	N	b	0.092460	a	Y	
10673869	Laboratory 2nd floor	4-Chlorobenzotrifluoride, 9	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	4-Methyl-2-pentanone	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	4-Methylstyrene, 96%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Acetic acid	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	Acetic acid n-butyl ester	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Acetone	N	b	1.056688	a	Y	
10673869	Laboratory 2nd floor	Acetonitrile	N	b	4.226752	a		Y
10673869	Laboratory 2nd floor	Amylbenzene, 99%	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Benzene	N	b	0.396258	a	Y	
10673869	Laboratory 2nd floor	Butylbenzene, 99+%	N	b	0.033022	a	Y	
10673869	Laboratory 2nd floor	Cumene	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	Cyclohexanol	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	DBE-5 dibasic ester, 98%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Decamethylcyclopentasilox	N	b	0.019813	a	Y	
10673869	Laboratory 2nd floor	Decane	N	b	0.079252	a	Y	
10673869	Laboratory 2nd floor	Di(ethylene glycol) butyl e	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Di(ethylene glycol) ethyl e	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Di(ethylene glycol), 99%	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Di(ethylene glycol)methyl	N	b	0.006604	a		Y
10673869	Laboratory 2nd floor	Di(propylene glycol) 99%,	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Di(propylene glycol) meth	N	b	0.528344	a	Y	
10673869	Laboratory 2nd floor	Di(propylene glycol)butyl e	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	Diacetone alcohol	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	Dichloromethane	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	Diethylene glycol monobu	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Dimethyl carbonate	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Dodecane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Ethanol (100%)	N	b	0.396258	a	Y	
10673869	Laboratory 2nd floor	Ethyl acetate, 99.8% HPL	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Ethylbenzene, 99.8% anh	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Ethylene Glycol n-hexyl et	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Heptane, 99%	N	b	0.052834	a	Y	
10673869	Laboratory 2nd floor	Hexadecane, anhydrous, 1	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Hexamethyldisiloxane, 99	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Hydrochloric Acid	N	b	1.320860	a	Y	
10673869	Laboratory 2nd floor	Hydrochloric Acid (omni tr	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	Isoamyl acetate, 98%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Isobutyl acetate	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	Isobutyl isobutyrate, 99%	N	b	0.066043	a	Y	
10673869	Laboratory 2nd floor	Isopropyl acetate	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Isopropyl alcohol, 99%	N	b	4.000000	a		Y
10673869	Laboratory 2nd floor	m-Cresol	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Mesityl oxide, 98%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Mesitylene, 98%	N	b	0.052834	a	Y	
10673869	Laboratory 2nd floor	Methanol	N	b	3.170064	a	Y	
10673869	Laboratory 2nd floor	Methanol, absolute	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	Methyl ethyl ketone	N	b	1.585032	a	Y	
10673869	Laboratory 2nd floor	Methylsulfoxide	N	b	0.792516	a	Y	
10673869	Laboratory 2nd floor	m-xylene, 99+%	N	b	0.290589	a	Y	
10673869	Laboratory 2nd floor	N,N-Dimethylformamide	N	b	1.056688	a	Y	
10673869	Laboratory 2nd floor	Nitric acid (69-70%)	N	b	2.641720	a	Y	
10673869	Laboratory 2nd floor	Nonane, anhydrous 99+%	N	b	0.052834	a	Y	
10673869	Laboratory 2nd floor	o-Cresol	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Octamethylcyclotetrasiloxa	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Octamethyltrisiloxane, 98	N	b	0.027738	a	Y	
10673869	Laboratory 2nd floor	Octane	N	b	0.343424	a	Y	
10673869	Laboratory 2nd floor	OS-30	N	b	0.089818	a	Y	
10673869	Laboratory 2nd floor	o-Xylene, 98% HPLC gra	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	p-Cymene, 99%	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Pentadecane, 99+%	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Pentyl acetate, 99%	N	b	0.066043	a	Y	
10673869	Laboratory 2nd floor	Phosphoric acid	N	b	0.660430	a	Y	
10673869	Laboratory 2nd floor	Propyl acetate, 99%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Propylbenzene, 98%	N	b	0.079252	a	Y	
10673869	Laboratory 2nd floor	Propylene glycol butyl eth	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	Propylene glycol propyl et	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	p-Xylene, 99+%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	sec-Butylbenzene, 99+%	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Sulfuric acid	N	b	0.660430	a	Y	
10673869	Laboratory 2nd floor	tert-Butyl acetate, 99+%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Tetrachloroethylene	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	Tetradecane, 99+%	N	b	0.052834	a	Y	
10673869	Laboratory 2nd floor	Tetrahydrofuran	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	Toluene	N	b	0.660430	a	Y	
10673869	Laboratory 2nd floor	Tridecane, 99+%	N	b	0.033022	a	Y	
10673869	Laboratory 2nd floor	Undecane, 99+%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Lead, 1000 PPM	N	b	0.026417	a		Y
10673869	Laboratory 2nd floor	Selenium, 1000 PPM	N	b	0.026417	a		Y
10673869	Laboratory 2nd floor	Mercury, 1000 PPM	N	b	0.052834	a		Y
10673869	Laboratory 2nd floor	Arsenic, 1000 PPM	N	b	0.052834	a		Y
10673869	Laboratory 2nd floor	Custom Std 1401, 1000 P	N	b	0.066043	a		Y
10673869	Laboratory 2nd floor	Bay Area Mix, 1000 PPM	N	b	0.066043	a		Y
10673869	Laboratory 2nd floor	IS-20363	N	b	0.132086	a		Y

10673869	Laboratory 2nd floor	Custom ICP std. 1000 PPM	N	b	0.132086	a		Y
10673869	Laboratory 2nd floor	IC std anion	N	b	0.033022	a		Y
10673869	Laboratory 2nd floor	IC std cation	N	b	0.033022	a		Y
10673869	Laboratory 2nd floor	Chloride Std, 1000 PPM	N	b	0.033022	a		Y
10673869	Laboratory 2nd floor	2-Methylbutane	N	b	0.158503	a	Y	
10673869	Laboratory 2nd floor	Methyl acetate	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	3-Heptanone	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Cyclopentane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Pentane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Propionic acid	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	tert-Butyl methyl ether (N	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Isobutyric acid	N	b	0.013209	a	Y	
10673869	Laboratory 2nd floor	2,2-Dimethylbutane	N	b	0.066043	a	Y	
10673869	Laboratory 2nd floor	2-Methylpentane	N	b	0.092460	a	Y	
10673869	Laboratory 2nd floor	Hydrogen peroxide	N	b	0.264172	a		Y
10673869	Laboratory 2nd floor	Ammonium hydroxide	N	b	0.132086	a		Y
10673869	Laboratory 2nd floor	Sucrose std	N	b	0.003963	a	Y	
10673869	Laboratory 2nd floor	3-Methyloctane	N	b	0.002642	a	Y	
10673869	Laboratory 2nd floor	2,2,4-Trimethylhexane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	R-+ Limonene	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	3-Methylhexane	N	b	0.002642	a	Y	
10673869	Laboratory 2nd floor	2,5-Dimethylhexane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Indan	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	1,3-Dimethylnaphthalene	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	3-Methylnonane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	1,2-Dimethylcyclohexane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	2-Methylhexane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Cycloheptane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	3-Methylpentane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Methylcyclohexane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Pentene	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Disk set solution	N	b	0.033022	a	Y	
10673869	Laboratory 2nd floor	1-Hexene	N	b	0.013209	a	Y	
10673869	Laboratory 2nd floor	Isoprene	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Methylcyclopentane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Cyclohexane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Ammonium Acetate	N	b	0.132086	a		Y
10673869	Laboratory 2nd floor	Acetaldehyde	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Carbon disulfide	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	2,3-Dimethylbutane	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Hexane	N	b	0.132086	a	Y	
10673869	Laboratory 2nd floor	3-Methyl-2-butanone	N	b	0.066043	a	Y	
10673869	Laboratory 2nd floor	3-Methylcyclohexanol	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Pentanol, 99+%	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2-Propanol	N	b	0.052834	a	Y	
10673869	Laboratory 2nd floor	Hexanal	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1-Butanol, 99.8% HPLC g	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Heptaldehyde	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	3-Methyl-1-butanol	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2,3-Butanedione	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	3-Pentanone	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2-Pentanone	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1,4-Pentanedione	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2-Methylcyclohexanol	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	4-Hydroxy-4-methyl-2-per	N	b	0.013209	a	Y	
10673869	Laboratory 2nd floor	4-Methylcyclohexanone	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	1-Propanol	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	(+) 2-Butanal	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	(+) 3-Methylcyclohexanol	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Ammonium	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Isophorone	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2-Heptanone	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	tert-Butyl ethyl ether	N	b	0.033022	a	Y	
10673869	Laboratory 2nd floor	2-Methylheptane	N	b	0.000264	a	Y	
10673869	Laboratory 2nd floor	1,2,3-Trimethylbenzene	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	4-Ethyltoluene	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	2,3,4-Trimethylpentane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Butyraldehyde	N	b	0.013209	a	Y	
10673869	Laboratory 2nd floor	1,2,3,5-Tetramethylbenze	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Styrene	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Propionaldehyde	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	2,3-Dimethylpentane	N	b	0.002642	a	Y	
10673869	Laboratory 2nd floor	2,4-Dimethylpentane	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Isovaleraldehyde	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Tert-Amyl methyl ether	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Isobutyraldehyde	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	2-Pentene	N	b	0.006604	a	Y	
10673869	Laboratory 2nd floor	Acid aldehyde	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	1,1-Dichloroethane	N	b	0.000264	a	Y	
10673869	Laboratory 2nd floor	Tert-Butylbenzene	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	1-Ethyltoluene	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	3-Ethyltoluene	N	b	0.002642	a	Y	
10673869	Laboratory 2nd floor	Sulfate	N	b	0.039626	a	Y	
10673869	Laboratory 2nd floor	Sodium carbonate, 0.5 m	N	b	0.132086	a		Y
10673869	Laboratory 2nd floor	Sodium bicarbonate, 0.5 r	N	b	0.132086	a		Y
10673869	Laboratory 2nd floor	MA fractional check mix	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Dibutyl phthalate	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Acrolein	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	a-Methylstyrene	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	T011/IP-6A aldehyde/ket	N	b	0.000528	a	Y	
10673869	Laboratory 2nd floor	Electron Capture detector	N	b	0.000264	a	Y	
10673869	Laboratory 2nd floor	2,4-Dimethylhexane	N	b	0.003170	a	Y	
10673869	Laboratory 2nd floor	Cresol	N	b	0.000264	a	Y	
10673869	Laboratory 2nd floor	3,4-Dimethylhexane	N	b	0.003963	a	Y	
10673869	Laboratory 2nd floor	Alkane std C6-C10	N	b	0.001057	a	Y	
10673869	Laboratory 2nd floor	Hydrocarbon window defi	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	trans-1,2-Dichloroethylene	N	b	0.290589	a	Y	
10673869	Laboratory 2nd floor	Environmental standard p	N	b	0.000264	a	Y	

10673869	Laboratory 2nd floor	Methyl t-butyl ether (MTBE)	N	b	0.001321	a	Y	
10673869	Laboratory 2nd floor	Methanol	N	b	0.005283	a	Y	
10673869	Laboratory 2nd floor	Tetrachloroethylene perm	N	b	0.264172	a	Y	
10673869	Laboratory 2nd floor	Benzene permeation tube	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	1,3-dichlorobenzene	N	b	0.000264	a	Y	
10673869	Laboratory 2nd floor	Fluorotrichloromethane	N	b	0.211338	a	Y	
10673869	Laboratory 2nd floor	2,3-Butanedione	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	Vinylidene chloride	N	b	0.026417	a	Y	
10673869	Laboratory 2nd floor	O2	N	c	0.141259	b		
10673869	Laboratory 2nd floor	O2, CO2	N	c	0.282518	b		
10673869	Laboratory 2nd floor	O2,CO,CO2	N	c	0.141259	b		
10673869	Laboratory 2nd floor	CO	N	c	0.141259	b		
10673869	Laboratory 2nd floor	CO2	N	c	0.141259	b		
10673869	Laboratory 2nd floor	O2	N	c	1.306644	b		
10673869	Laboratory 2nd floor	O2,CO,CH4,CO2	N	c	0.494406	b		
10673869	Laboratory 2nd floor	O2, N2,CO2, CH4-for landfill	N	c	55.000000	b		
10673869	Laboratory 2nd floor	H2,N2,O2,CO,CH4,CO2	N	c	0.494406	b		
10673869	Laboratory 2nd floor	CO, CH4, CO2	N	c	2.012938	b		
10673869	Laboratory 2nd floor	CO, CH4, CO2	N	c	2.012938	b		
10673869	Laboratory 2nd floor	CO, CH4, CO2	N	c	2.012938	b		
10673869	Laboratory 2nd floor	CO, CH4, CO2	N	c	5.367834	b		
10673869	Laboratory 2nd floor	CO, CH4, CO2	N	c	1.306644	b		
10673869	Laboratory 2nd floor	O2, CO,CO2, CH4	N	c	0.635665	b		
10673869	Laboratory 2nd floor	CO2	N	c	0.494406	b		
10673870	Laboratory 2nd floor	CH4 for THC	N	c	7.804549	b		
10673871	Laboratory 2nd floor	CH4	N	c	0.494406	b		
10673872	Laboratory 2nd floor	CH4	N	c	0.741609	b		
10673873	Laboratory 2nd floor	CH4 for THC	N	c	7.804549	b		
10673874	Laboratory 2nd floor	CH4 for THC	N	c	7.804549	b		
10673875	Laboratory 2nd floor	CH4 for THC	N	c	7.804549	b		
10673876	Laboratory 2nd floor	Scott-Marrin LL119203 VOC	N	c	95.000000	b		
10673877	Laboratory 2nd floor	CH4	N	c	95.000000	b		
10673878	Laboratory 2nd floor	Scott-Marrin FA01693. VOC	N	c	28.000000	b		
10673879	Laboratory 2nd floor	Acrolein	N	c	28.000000	b		
10673880	Laboratory 2nd floor	Scott-Marrin CC97893 TO15	N	c	2.129476	b		
10673881	Laboratory 2nd floor	Scott-Marrin CC114923 TO15	N	c	2.129476	b		
10673882	Laboratory 2nd floor	Scotty mix#54 VOC	N	c	0.141259	b		
10673883	Laboratory 2nd floor	Scotty mix#3 VOC	N	c	0.141259	b		
10673884	Laboratory 2nd floor	Scotty mix#55 VOC	N	c	0.141259	b		
10673885	Laboratory 2nd floor	Acetylene, 1-butene, C2H4,C3H8, n-C6	N	c	0.141259	b		
10673886	Laboratory 2nd floor	Acetylene, 1-butyne, 2-butyne, propyne	N	c	0.141259	b		
10673887	Laboratory 2nd floor	Scotty mix#8 VOC	N	c	0.141259	b		
10673888	Laboratory 2nd floor	Scotty mix#22 VOC	N	c	0.141259	b		
10673889	Laboratory 2nd floor	Scotty mix#54 VOC	N	c	0.141259	b		
10673890	Laboratory 2nd floor	Scotty mix#6 VOC	N	c	0.141259	b		
10673891	Laboratory 2nd floor	Scotty mix#4 VOC	N	c	0.141259	b		
10673892	Laboratory 2nd floor	Scotty mix#7 VOC	N	c	0.141259	b		
10673893	Laboratory 2nd floor	Acetylene	N	c	0.141259	b		
10673894	Laboratory 2nd floor	C1 thru C6 Paraffins	N	c	0.141259	b		
10673895	Laboratory 2nd floor	n-C4H10 for THC	N	c	7.804549	b		
10673896	Laboratory 2nd floor	n-C4H10	N	c	0.741609	b		
10673897	Laboratory 2nd floor	C1,C2,C3, IC4, n-C4 Paraffins	N	c	0.494406	b		
10673898	Laboratory 2nd floor	C1 thru C7 paraffins	N	c	0.741609	b		
10673899	Laboratory 2nd floor	C1 thru C7 paraffins	N	c	0.494406	b		
10673900	Laboratory 2nd floor	56 Compounds, C1 thru C9(NMOC)	N	c	1.306644	b		
10673901	Laboratory 2nd floor	Ethanol	N	c	0.211888	b		
10673902	Laboratory 2nd floor	111TCA, CHCl3, CCl4, Tetrachloroethylene, Trichloroethylene, Dichloroethane,	N	c	0.211888	b		
10673903	Laboratory 2nd floor	Bnz,Tol,Et-Bnz,O-xyl, m and p	N	c	1.306644	b		
10673904	Laboratory 2nd floor	MTBE	N	c	1.306644	b		
10673905	Laboratory 2nd floor	PERCHLOROETHYLENE	N	c	1.306644	b		
10673906	Laboratory 2nd floor	Nitrogen	N	c	0.494406	b		
10673907	Laboratory 2nd floor	VCM for Landfill analysis	N	c	7.804549	b		
10673908	Laboratory 2nd floor	Hydrocarbon free air-Ultra Zero	N	c	0.600350	b		
10673909	Laboratory 2nd floor	Bromochloromethane, 1,4-Difluorobenzene, Chlorobenzene-d5	N	c	3.460841	b		
10673910	Laboratory 2nd floor	CO	N	c	0.494406	b		
10673911	Laboratory 2nd floor	H2S,CO,CH4,O2,N2	N	c	1.200700	b		
10673912	Laboratory 2nd floor	H2S	N	c	0.988812	b		
10673913	Laboratory 2nd floor	H2S	N	c	0.988812	b		
10673914	Laboratory 2nd floor	Benzene, Ethylbenzene, Toluene, o-Xylene	N	c	2.542658	b		
10673915	Laboratory 2nd floor	Scotty VOC multi compound standard	N	c	1.695106	b		
10673916	Laboratory 2nd floor	HS	N	c	1.200700	b		
10673917	Laboratory 2nd floor	Methane	N	c	7.804549	b		
10673918	Laboratory 2nd floor	SRM 1660a	N	c	7.804549	b		

Date: June 20, 2017

AGENDA ITEM 19

Subject: Building Projects Report

1. Construction Update

In April, BAHA completed electrical inspections of all the new building electrical distribution equipment installed by McCarthy as part of the base building construction. Previously, in 2016, after the bus duct failure, BAHA inspected all existing equipment that predated the building purchase. The result is the building's electrical distribution system has a clean bill of health.

2. Streetscape/Rincon Place

Tishman Speyer continues work on Rincon Place and the streetscape surrounding the Metro Center. Landscaping, concrete pavers, and some site furnishings were installed in May. Tishman Speyer continues to project Rincon Place to be completed in June. Streetscape work along Beale, Main, and Harrison Streets, but continues at a very slow pace. Work on Main Street did not progress in April, but recommenced in late May with grading and installation of forms for curbs and gutters. Staff estimates several months of work remains and has requested an updated schedule.

3. Parking Garage Infrastructure

All hardware except for the payment kiosk and Automatic Vehicle Identification (AVI) readers and signage are installed. Payment processing software setup and testing are under way. Staff expects the new system will be operational in July or August. The agency representatives are working with Cushman & Wakefield of California, Inc. (Cushman & Wakefield) on the operational plan including issuance of AVI hangtags to all agency board members, to tenants with monthly parking and for agency fleet vehicles.

4. Electric Vehicle (EV) Charging Stations

The first four EV charging stations are scheduled to be installed during the month of June using electrical infrastructure already in place. These charging stations will be reserved for agency fleet electric vehicles and Commissioner use until the remaining charging stations are installed. In total, 21 Level 2 (240V) dual port and one DC Fast (440v) EV charging stations will be installed. An IFB for additional work required for the electrical infrastructure will be advertised in June, which would allow work to be completed by September. Once the total capital and operating costs are known, staff will analyze a possible user payment schedule and will present its findings to BAHA.

5. 1st Floor Retail Space Update

BAHA is working with TEF Designs on options for use of the 1st floor retail space. The space is approximately 4,300 sf and requires life safety and other infrastructure improvements before it is useable. After several creative workshops and tours with a variety of staff, tenants and neighborhood representatives, three main design and operational needs were identified: Closer lunch options, large

capacity meeting and public outreach space, and gathering space that supports a wide range of events including evenings and weekends.

BAHA is exploring options to create a flexible space, to manage the space, and to identify funding resources. The preliminary estimates for build-out range from \$2.9 to \$3.4M depending on the level of infrastructure required for food service. Attachment A provides a summary of the proposed ideas.

Attachment

J:\COMMITTEE\375 Beale Condo\2017\06_Jun'2017_Beale Condo\19_375 Beale_Status_Report_June_Memo.docx



Large Retail Space

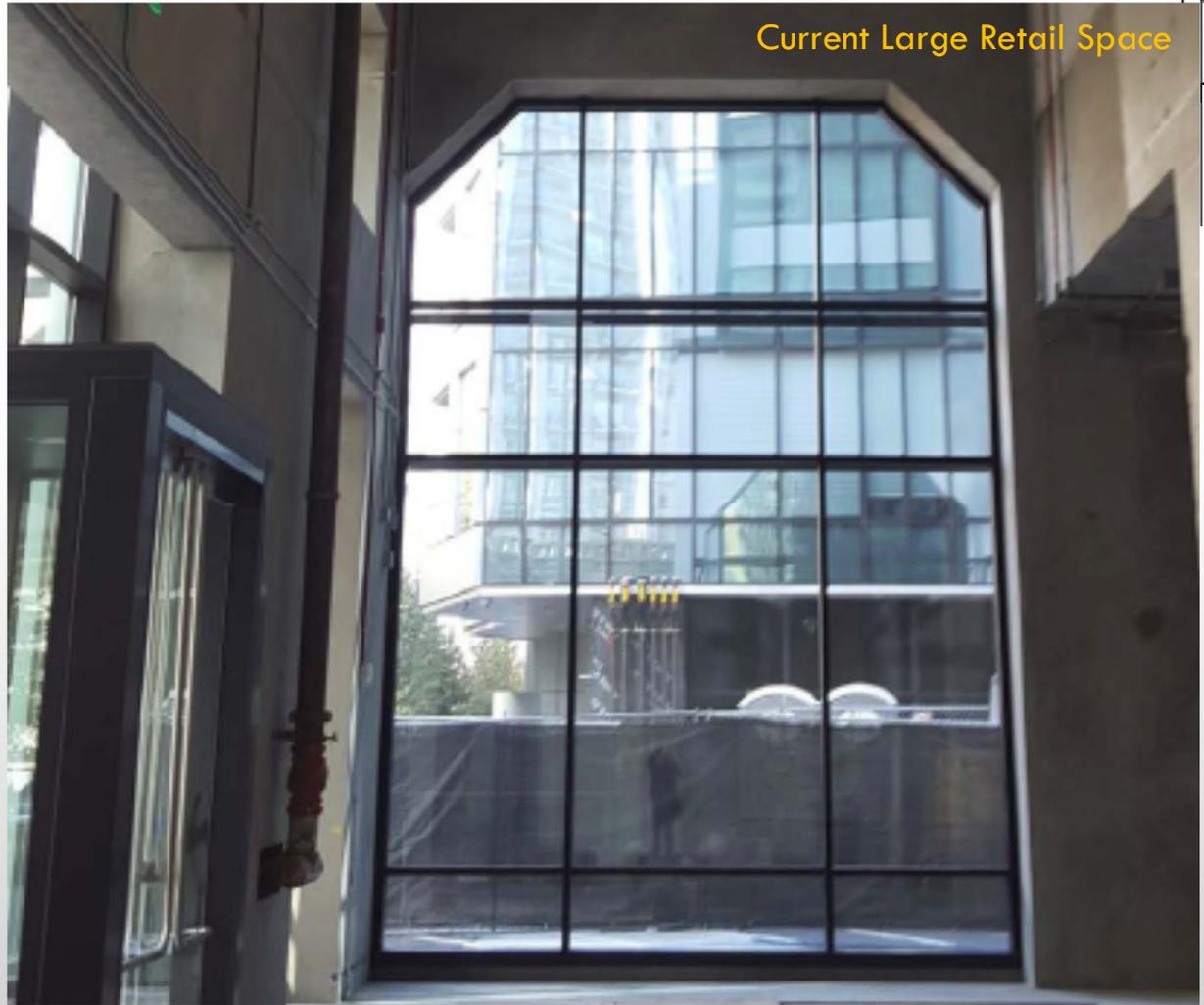
375 Beale Condominium Corporation Presentation

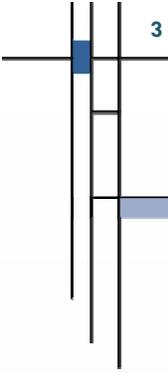
June 27, 2017

Large Retail Space Background

- 4,300 square feet of space, accessible via Beale and causeway
- Life safety, other infrastructure needed
- Reconsidering space to accommodate a variety of uses

Current Large Retail Space





December Workshops

- In December 2016, tef Design conducted two creative workshops with MTC and other agency staff
- During the workshops, staff toured six spaces in order to inspire a variety of design ideas
- Those workshops yielded three main design and operational needs:
 - Closer lunch options
 - Additional large-capacity meeting and public outreach space
 - Gathering space that supports a wide range of events and programs

Pop-up Lunch Service: La Cocina

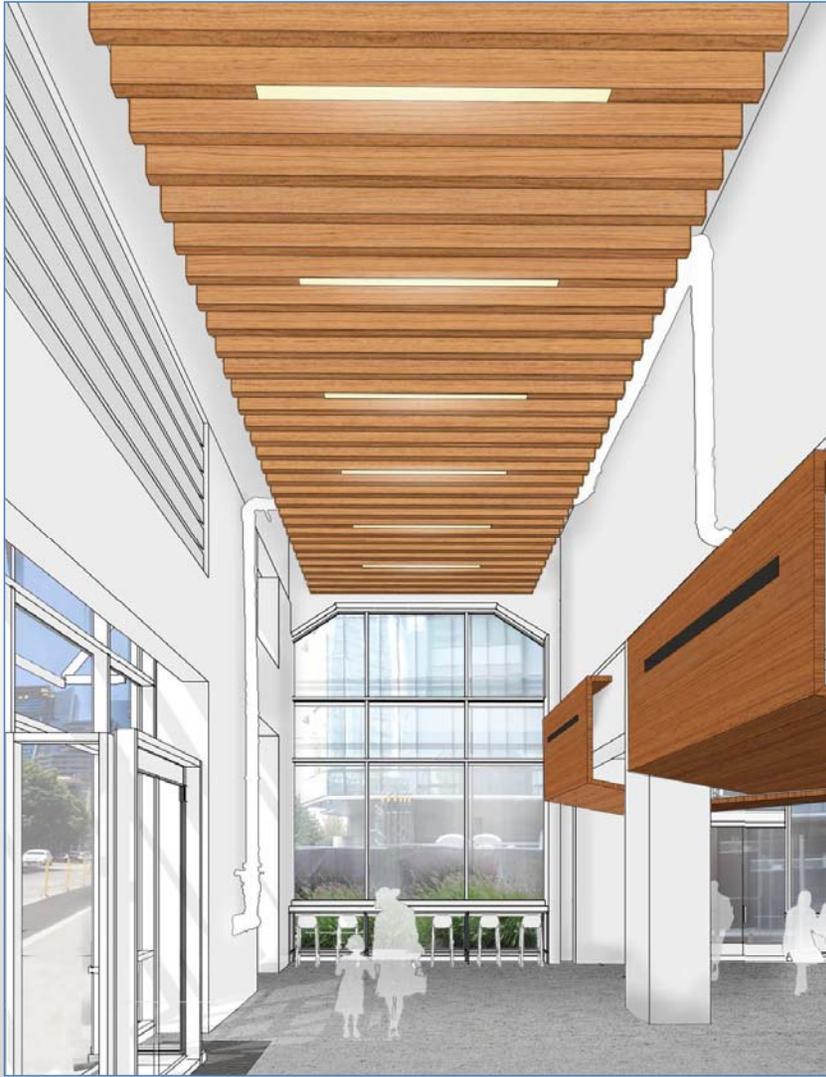


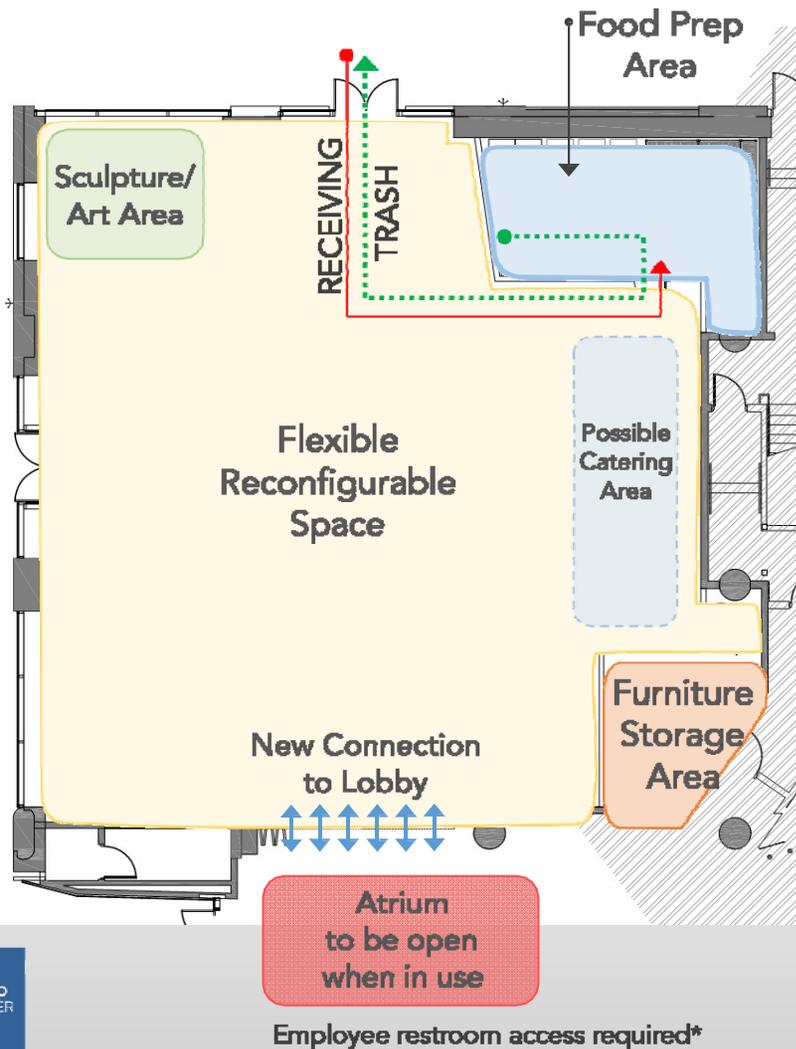
- La Cocina provides affordable commercial kitchen space, industry-specific technical assistance and access to market opportunities for low income restaurant entrepreneurs
- Focus on women from communities of color and immigrant communities
- Provide service on regular days (e.g., every Wednesday); La Cocina would ensure that enough food be delivered.

Space Use Proposal: Evening and Weekend Use

- Space could provide a calendar of public events, exhibits, programs, etc., specifically for building tenants or neighborhood
- The space's programming could be divided into three types:
 - Regional agency events
 - Revenue-generating events
 - Non-profit programming







CATERING | FOODSERVICE

NO COOKING

Food Preparation (including Cleanup) – 340 SF

CATERING STAGING/ LIMITED SUPPORT

- Staging area with space for hot holding/ warming cabinets and the following:
 - mobile work tables
 - 3- compartment pot sink
 - hand sink*
 - mop closet*
- Limited support - no cooking - including the following in anticipation of a frequent/ consistent catering demand:
 - reach in refrigerators
 - dry storage shelving

Serving Counter – 344 SF

CATERING BUFFET - Flexible

- Buffet counter - no equipment - service and/ or serving ware by caterer
- 24' counter length to accommodate food and beverages by caterer
- Multi-use millwork counter when food program not in use

Furniture Storage – 327 SF

FURNITURE STORAGE

- Allows for flexible furniture configuration
- Includes water heater, required for foodservice

Flexible Open Activity Area – 3,342 SF

Base Utilities:

- Multiple sinks and floor drains
- 4" sewer line
- 120/208V/300 AMP electrical
- Water Heater
- Separate Meters

Staffing by Metro Center and/or Caterer

Health Department Code Review Required

* Health Department Required

CAFÉ | FOODSERVICE

Food Preparation (including Cleanup) – 880 SF

- Limited prep including the following:
 - prep sink *
 - reach in refrigerators and freezer
 - mobile work tables
 - dry storage shelving *
- Limited support including the following:
 - 3- compartment pot sink *
 - mop closet *
 - employee lockers *
 - hand sink *
 - dry storage shelving *
 - ice maker
- Full coffee program with barista providing specialty espresso/tea beverages (hot & cold)
- Limited cooking option via Rapid Cook Oven and/ or Panini maker (similar to Starbucks hot food program - exhaust hood not required)
 - No scratch cooking, no protein cooking
 - All products pre-made/ par cooked and rethermalized
 - Sandwiches (hot & cold)
 - Salads (pre-made)
 - Panini's
- Wine bar (wine/ beer and/or juice bar) with potential counter seating

Furniture Storage – 227 SF

FURNITURE STORAGE

- Allows for flexible furniture configuration
- Includes water heater, required for foodservice

Flexible Open Activity Area – 3,027 SF

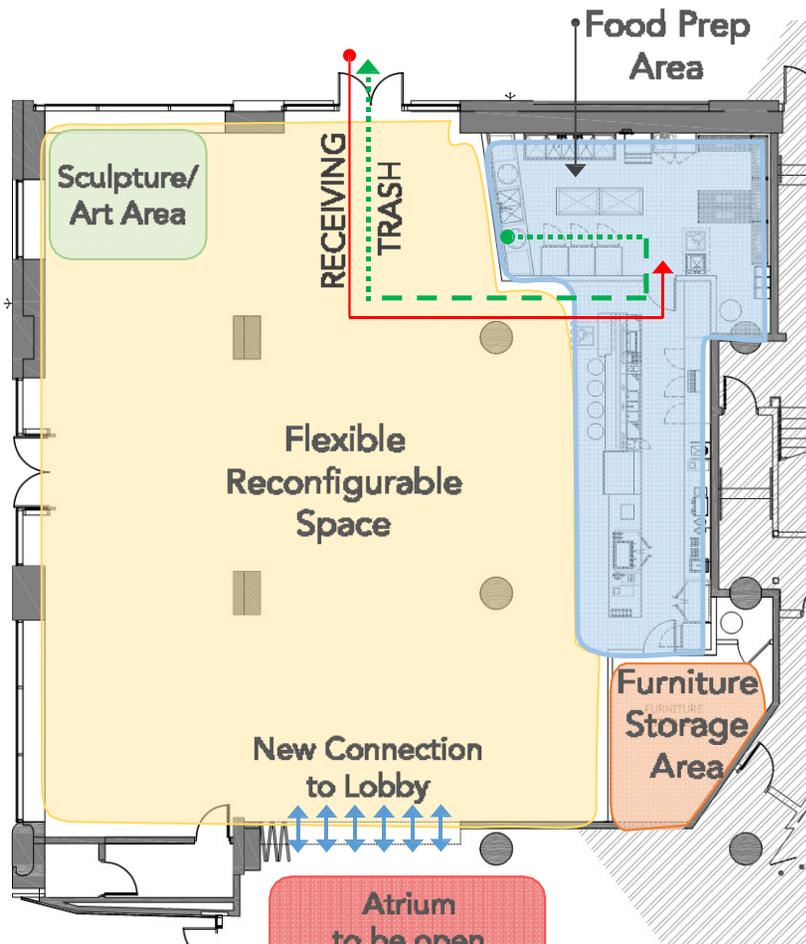
Base Utilities +:

- 300 Grease Interceptor
- 500 AMP Electrical

Staffing by Operator

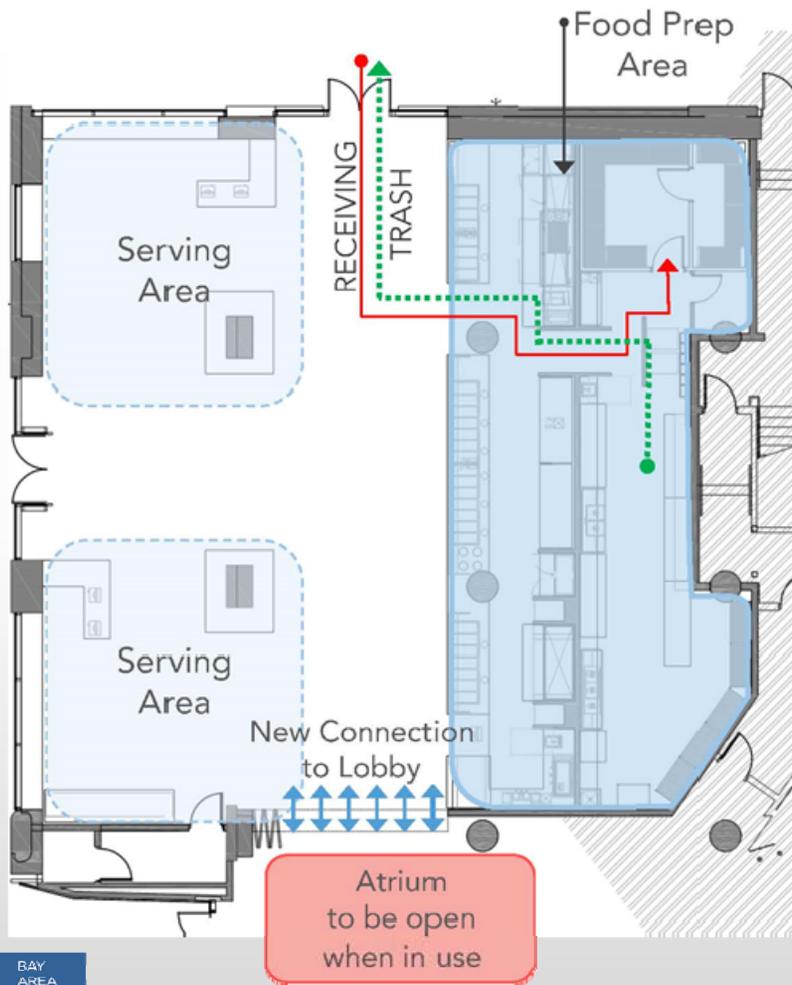
Health Department Code Review Required

* Health Department Required



BAY
AREA
METRO
CENTER

Employee restroom access required*



Employee restroom access required*

RESTAURANT | FOODSERVICE

Food Preparation (including Cleanup) – 1,680 SF

FULL SERVICE SUPPORT

- Staging area with space for hot holding/ warming cabinets and the following:
 - prep work counters
 - hand sink *
 - prep sink *
 - 3- compartment pot sink
 - mop closet *
- Full cooking program including scratch and protein cooking offering menu options (Hot Food, Salad/Soup, Sandwiches, Coffee, Bottled Beverages):
 - walk-in refrigerator/freezer
 - dry storage shelving

Serving Counter – 1,264 SF

BUFFET - Fixed

- Buffet counter - no equipment - service and/ or serving ware by caterer
- 24' counter length to accommodate food and beverages by caterer

Base Utilities +:

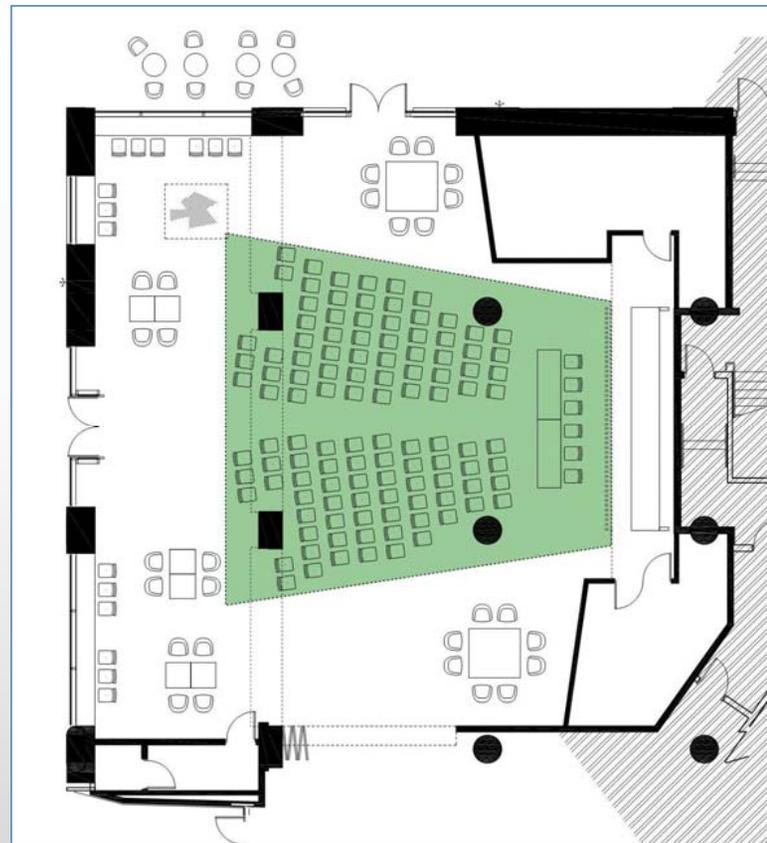
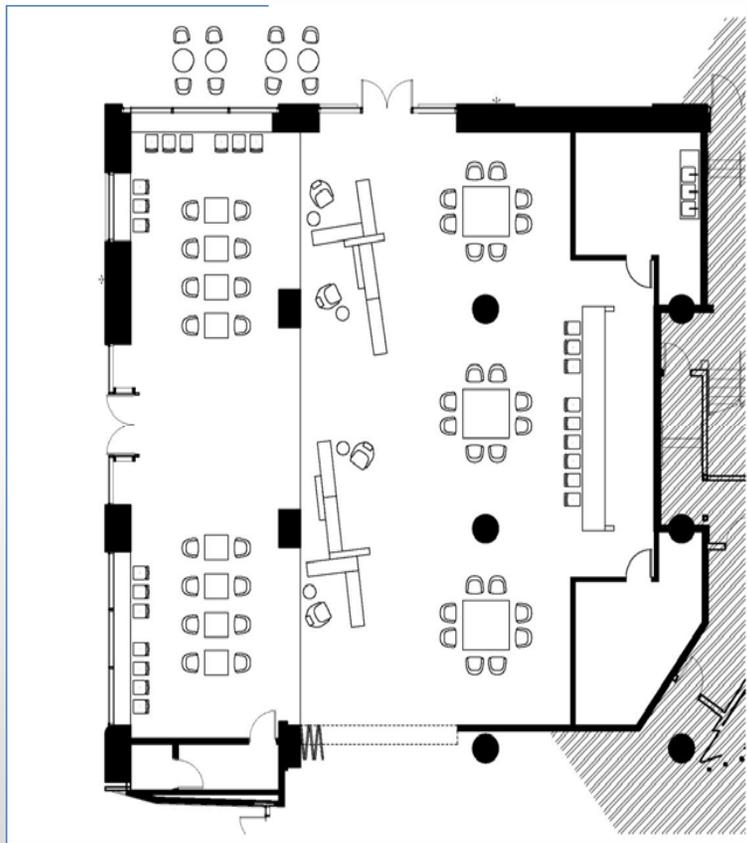
- 750 Grease Interceptor
- 500 AMP Electrical
- Exhaust hood gas line

Staffing by Operator

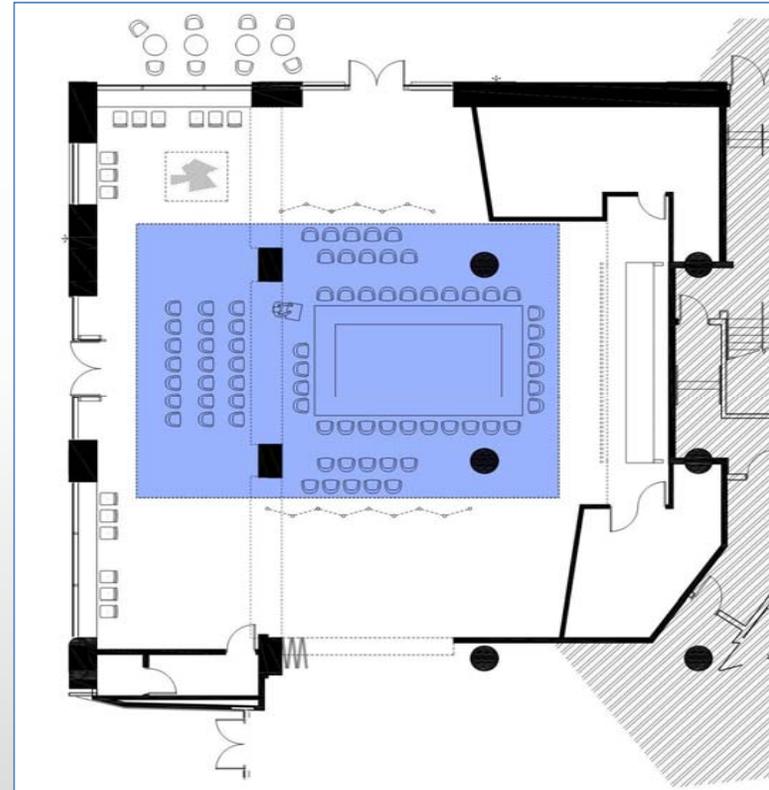
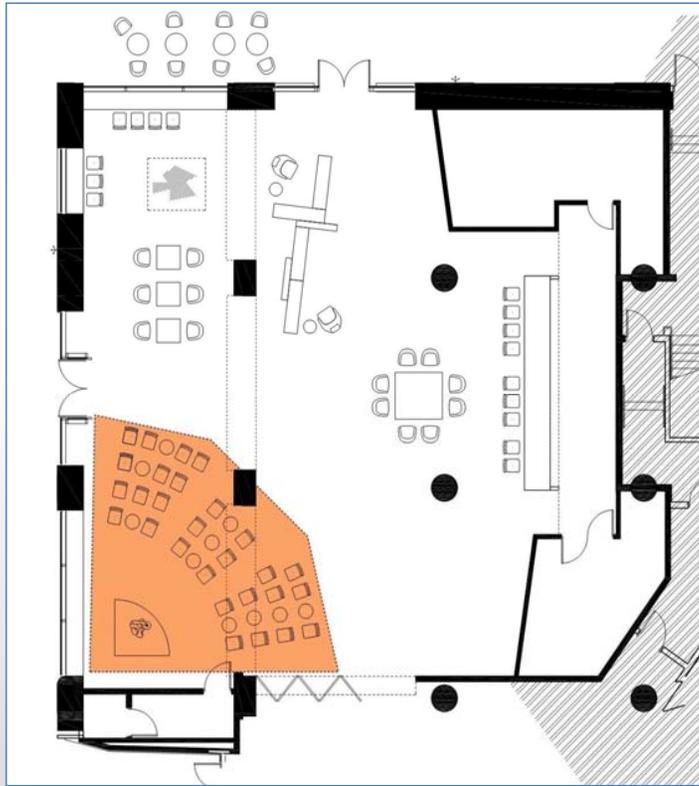
Health Department Code Review Required

* Health Department Required

FLEXIBILITY | FURNITURE + ACCESSORIES



FLEXIBILITY | FURNITURE + ACCESSORIES



Large Retail Space Configuration

AREAS	 CATERING	 CAFÉ	 RESTAURANT
Food Preparation (including cleanup)	340 SF	880 SF	1,843 SF
Serving Counter	343 SF	NONE	NONE
Furniture Storage	227 SF	227 SF	NONE
Flexible/ Reconfigurable Space	3,342 SF	3,027 SF	NONE
Base Utilities Multiple Sinks 4" Sewer 120/208V/300 AMP Electrical Water Heater Separate Meters	Base	Base + 300 Grease Inceptor 500 AMP Electrical	Base + 750 Grease Inceptor 500 AMP Electrical Exhaust hood gas line
Staffing	Metro Center and/or Caterer	Operator	Operator
Estimate (including contingency, design, permit; excluding furniture)	\$2,900,000	\$3,100,000	\$3,400,000 (More industrial design by Focaccia)