

**STAFF REPORT FOR CALENDAR ITEM NO.: 12
FOR THE MEETING OF: March 8, 2018**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute a Professional Services Agreement with Mosaic451, LLC (Mosaic) for Information Security/Cybersecurity Services (Services) for the Transbay Program (Program) for a three-year term and a not-to-exceed amount of \$2,000,491, with an option to extend the term by up to two (2) one-year extensions.

EXPLANATION:

The new state-of-the-art Salesforce Transit Center will use multiple automated systems and networks for information processing, building management and monitoring, control and communications. Securing these systems against security threats including cyber-attacks is critical to the TJPA's mission to ensure a safe and secure transit center for the thousands of daily commuters, visitors, and employees who will use the facility.

The TJPA requires the services of an expert consultant to create and implement an information security/cybersecurity program ("Cybersecurity Program") to protect information, data, and industrial control systems from unauthorized access, use, disclosure, disruption, modification, or destruction.

The consultant developing and implementing the Cybersecurity Program will be part of the TJPA's security team, working in coordination with the Chief Security Officer (CSO), the TJPA's IT consultant and Asset Manager.

Scope of Services

Services to be provided fall under five major tasks: 1) define the objectives and requirements of the Cybersecurity Program, 2) assess Cybersecurity vulnerabilities and risks, 3) create Cybersecurity policies, 4) create a Cybersecurity plan/manual, and 5) execute and manage the Cybersecurity plan.

The first four tasks are expected to be accomplished prior to the transit center's opening, while implementation of the Cybersecurity plan is expected to be an on-going task that involves monitoring and management of security devices and systems, including managing firewalls, intrusion detection, virtual private networks, vulnerability scanning, and anti-viral services as well as 24/7/365 response to Cybersecurity incidents and outages.

Requests for Proposals

Mosaic was selected to provide the Services following a competitive procurement process. On November 14, 2017, the TJPA advertised a Request for Proposals (RFP) for Information Security/Cybersecurity Services. The RFP was posted on the TJPA website and sent to parties registered for notification of security and operations-related contracting opportunities. Five firms submitted proposal packages on January 11, 2018, in response to the RFP.

A selection committee composed of TJPA CSO Sidonie Sansom; TJPA Engineering Manager Edmond Sum; Linus Malefors, Senior Analyst with Decision Consultants Inc.; Michael Makstman, Chief Information Security Officer, City & County of San Francisco-Department of Technology; and Isaac Chen, WSP Senior Associate-the TJPA’s information security consultant, evaluated the proposals, and based on the evaluations invited three firms for interviews on February 14, 2018:

- CenturyLink
- Deloitte
- Mosaic

Following the interviews, Mosaic received the highest score. The committee’s final scoring is shown below:

Firm	Panelist A	Panelist B	Panelist C	Panelist D	Panelist E	Total Score
CenturyLink	99	104	99	160	137	599
Deloitte	138	120	157	165	157	737
Mosaic451	157	185	165	172	171	850

The selection committee concluded that Mosaic’s proposed services will provide the greatest benefit to the Program. The selection committee’s report is attached.

Mosaic is a national cybersecurity services company that currently provides cybersecurity services to high-risk, highly complex entities, including airports, utility providers, and public transportation systems. They are also a small business certified by the U.S. Small Business Administration and the Western Regional Minority Supplier Development Council. Clients include Denver Regional Transportation District; San Francisco International Airport; City of Charlotte, North Carolina; Cedars-Sinai Medical Center, California; Bonneville Power Administration; Arizona Department of Transportation; and Arizona Public Service. Mosaic customizes its services to the requirements of each entity.

The committee found several aspects of Mosaic’s experience to be particularly pertinent to the security needs of the Program:

- Small, agile organization with ability to respond quickly and effectively
- Capability to serve the transit center in its early startup phase
- Services tailored to the transit center needs and TJPA requests
- Well-developed responsibility matrix/roadmap for services

Budget

As part of the RFP process, the three interviewed firms were asked to provide a proposal for first-year cost and recurring costs for a five-year term. Each firm's cost proposal is summarized below:

	CenturyLink	Deloitte	Mosaic451
One-time Startup & Implementation Costs	\$2,676,878	\$1,606,636	\$47,267
Annual Recurring Security System & Device Monitoring Costs	\$2,059,202*	\$2,569,844	\$558,408
Annual On-Site Staffing Costs	\$449,280	\$437,426	\$384,000
Subtotal – Year One Costs	\$3,126,158	\$4,613,906	\$989,675
Five-year Term Total Costs	\$13,410,501**	\$17,703,680**	\$4,759,307

* CenturyLink's annual recurring costs begin in second year.

**Annual recurring costs include escalation.

Staff conducted negotiations with Mosaic regarding the proposed budget, which resulted in a refinement of the contract term, scope of services, and budget as summarized in the table below:

	Budget
One-Time Startup & Implementation Fee	\$47,267
One-Time Staffing Budget	\$128,000
Annual Recurring Fee	\$558,408
Subtotal – Year One Budget	\$733,675
Subtotal – Aggregate Year Two and Three Budget	\$1,116,816
Contingency (as needed)	\$150,000
Three-Year Term Total Budget	\$2,000,491

The one-time startup & implementation budget is for installation and configuration of security software and includes required on-site staff. The one-time staffing budget will fund tasks 1-4 of the scope of services. Remote monitoring services are included in the annual recurring budget. Mosaic is committed to respond to cybersecurity incidents, either remotely or on-site depending on the severity of the incident, at no additional cost. Mosaic was the only responder which proposed to provide this service at no additional cost to the TJPA.

The TJPA negotiated for the option to extend the term of the agreement by two one-year options. Should the TJPA exercise its options, the budget would be based on the annual recurring budget of \$558,408 per year.

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute a Professional Services Agreement for Information Security/Cybersecurity Services with Mosaic451, LLC, in the form attached, for a three-year term and a not-to-exceed amount of \$2,000,491, with the option to extend the term by up to two (2) one-year extensions.

ENCLOSURES:

1. Resolution
2. Agreement
3. Selection Committee Report

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California; and

WHEREAS, Pursuant to the Joint Powers Agreement creating the TJPA, dated April 4, 2001, the TJPA has the authority to, among other things, make and enter into contracts and exercise all powers necessary and proper to carry out the provisions of the Joint Powers Agreement; and

WHEREAS, The transit center will require an experienced cybersecurity team in place on opening day to develop and implement an information security/cybersecurity program (“Cybersecurity Program”) to protect information, data, and systems from unauthorized access, use, disclosure, disruption, modification, or destruction; and

WHEREAS, On November 14, 2017, the TJPA issued Request for Proposals (RFP) No. 17-11, Information Security/Cybersecurity Services; and

WHEREAS, On January 11, 2018, the TJPA received proposals from five firms in response to the RFP, and a selection committee evaluated the proposals for technical merit and invited three firms to interview; and

WHEREAS, The selection committee determined Mosaic451, LLC (Mosaic) to be the highest-ranked proposer, determining that the firm is well qualified to perform the scope of services in a cost-effective manner; and

WHEREAS, TJPA staff has negotiated an agreement with Mosaic for a term of three (3) years, and for a not-to-exceed cost of \$2,000,491, with an option to extend the term by up to two (2) one-year extensions; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute a professional services agreement for Information Security/Cybersecurity Services with Mosaic451, LLC, in the form attached, for a three-year term and a not-to-exceed amount of \$2,000,491, with the option to extend the term by up to two (2) one-year extensions; and be it

FURTHER RESOLVED, That the TJPA Board authorizes the Executive Director to take all actions and execute all documents as he deems reasonably necessary to implement and effectuate the above approval.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of March 8, 2018.

Secretary, Transbay Joint Powers Authority

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____ 2018, by and between the TRANSBAY JOINT POWERS AUTHORITY ("TJPA") and MOSAIC451, LLC ("Contractor").

Recitals

A. The TJPA requires Information Security/Cybersecurity services ("Services") for the Transbay Transit Center Program ("Program").

B. The Contractor submitted a written proposal ("Proposal") in response to the TJPA's Request for Proposals ("RFP"). Based on that Proposal, the TJPA's selection committee determined the Contractor to be the highest-ranked respondent to the RFP and the TJPA invited the Contractor for exclusive negotiations. This Agreement is the product of those negotiations.

C. The Contractor represents and warrants that it is qualified to perform the Services required by this Agreement as set forth in Appendix A ("Scope of Services").

D. The TJPA and the Contractor intend that this Agreement comply with the regulations of the United States Department of Transportation ("USDOT") and certain contracting requirements of the City and County of San Francisco (the "City").

E. On _____, 2018, the TJPA Board of Directors adopted Resolution No. _____ authorizing the TJPA's Executive Director to execute this Agreement with the Contractor for the Services.

Now, THEREFORE, the parties agree as follows:

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

Charges under this Agreement will accrue only after prior written authorization certified by the TJPA's Chief Financial Officer. The amount of the TJPA's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the TJPA at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the fiscal year for which funds are appropriated.

The TJPA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or Program costs. The TJPA's budget decisions are subject to the discretion of the TJPA Board of Directors. The Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for three years from the Effective Date of the Agreement, as described in Section 3 below, provided that (i) the TJPA shall have the right to extend this Agreement for two additional one-year terms by providing to the Contractor written notice of such extension on or before the expiration of this Agreement, and (ii) any such extension shall be subject to and conditioned upon the written agreement of the Contractor and the approval of such extension by resolution adopted by the TJPA Board of Directors.

3. Effective Date of Agreement

This Agreement shall become effective when the Chief Financial Officer has certified to the availability of funds for the first notice to proceed ("NTP") and the Contractor has been notified in writing via an NTP.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services listed in Appendix A, Scope of Services, attached hereto and incorporated by reference as though fully set forth within. Each NTP shall relate to a specified part of the services, and a not-to-exceed maximum price under that NTP. No NTP can be amended, except in writing and signed by an authorized representative of the TJPA.

5. Compensation

All work under this Agreement shall be compensated in the manner set forth in a particular NTP, subject to any maximum price set forth in a particular NTP. In no event shall the total compensation under this Agreement exceed Two Million Four Hundred Ninety One Dollars (\$2,000,491). The breakdown of the Contractor's fees appears in Appendix B, "Fees".

Hourly rates or other unit pricing for services are to remain fixed during the entire contract period, including any option periods, except for reasonable cost of living increases.

No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until the Services required under this Agreement are received from Contractor and approved by the Executive Director as being in accordance with this Agreement. The TJPA may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall the TJPA be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

The TJPA's obligation hereunder shall not at any time exceed the amount certified by the Chief Financial Officer for the purpose and period stated in such certification, or the maximum price set forth in an NTP with respect to the work covered under that NTP. Except as may be provided by laws governing emergency procedures, officers and employees of the TJPA are not authorized to request, and the TJPA is not required to reimburse the Contractor for, commodities or services in excess of the price set forth in an NTP and in excess of the total compensation under this Agreement as stated in Section 5, unless the changed scope is authorized by written amendment and approved as required by law. Officers and employees of the TJPA are not authorized to offer or promise, nor is the TJPA required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract or NTP is certified

without certification of the additional amount by the Chief Financial Officer. The Chief Financial Officer is not authorized to make payments on any contract or NTP for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment

Invoices furnished by the Contractor under this Agreement must be in a form acceptable to the TJPA and must include a unique invoice number. Invoices shall include the first and last day of a calendar month and be submitted within thirty (30) days of the end of said calendar month. Contractor must submit required DBE Progress Payment Reports with every invoice. All amounts paid to the Contractor shall be subject to audit by the TJPA.

The TJPA shall make payment to the Contractor at the address specified in the Section entitled "Notices to the Parties" or via Automated Clearing House (ACH) payment if Contractor submits a completed TJPA Electronic Funds Transfer ACH Request Form.

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any Contractor, subcontractor, or consultant who submits a false claim shall be liable to the TJPA for the statutory penalties set forth in that section. A Contractor, subcontractor or consultant will be deemed to have submitted a false claim to the TJPA if the Contractor, subcontractor or consultant (a) knowingly presents or causes to be presented to an officer or employee of the TJPA a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the TJPA; (c) conspires to defraud the TJPA by getting a false claim allowed or paid by the TJPA; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the TJPA; or (e) is a beneficiary of an inadvertent submission of a false claim to the TJPA, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the TJPA within a reasonable time after discovery of the false claim.

9. Disallowance

If Contractor claims or receives payment from the TJPA for a service, reimbursement for which is later disallowed by the State of California or United States Government, the Contractor shall promptly refund the disallowed amount to the TJPA upon the TJPA's request. At its option, the TJPA may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.

By executing this Agreement, the Contractor certifies that the Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. The Contractor acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

10. Taxes

Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by the TJPA, or the receipt thereof by the Contractor, shall in no way

lessen the liability of the Contractor to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by TJPA and in such case must be replaced by Contractor without delay.

12. Qualified Personnel

The Contractor represents and warrants to the TJPA that the Contractor is qualified to perform the services as contemplated by this Agreement. The Contractor further represents and warrants to the TJPA that it has all required licenses and approvals to perform the work contemplated by this Agreement, and that all work performed under this Agreement shall be performed only by personnel under the supervision and in the employment of the Contractor. All personnel engaged in the work shall be fully qualified and shall be authorized, licensed and certified under state and local law to perform such work if authorization, licensing or certification is required. The persons performing professional services under this Agreement on behalf of the Contractor are shown in Appendix A attached hereto, and shall not be changed or substituted without the prior written consent of the TJPA, but all personnel, including those assigned at the TJPA's request, must be supervised by the Contractor. The Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

The TJPA shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the TJPA.

14. Independent Contractor, Payment of Taxes and Other Expenses

a. Independent Contractor

The Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the TJPA under this Agreement. The Contractor or any agent or employee of the Contractor shall not have employee status with the TJPA, nor be entitled to participate in any plans, arrangements, or distributions by the TJPA pertaining to or in connection with any retirement, health or other benefits that the TJPA may offer its employees. The Contractor or any agent or employee of the Contractor is liable for the acts and omissions of itself, its employees and its agents. The Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, Federal Insurance Contributions Act (FICA), income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the Contractor's performing services and work, or any agent or employee of the Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or joint venture relationship between the TJPA and the Contractor.

Any terms in this Agreement referring to direction from the TJPA shall be construed as providing for direction as to policy and the result of the Contractor's work only, and not as to the means by which such a result is obtained.

b. Payment of Taxes and Other Expenses

Should the TJPA, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that the Contractor is an

employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by the Contractor which can be applied against this liability). The TJPA shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by the Contractor for the TJPA, upon notification of such fact by the TJPA, the Contractor shall promptly remit such amount due or arrange with the TJPA to have the amount due withheld from future payments to the Contractor under this Agreement (again, offsetting any amounts already paid by the Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, The Contractor shall not be considered an employee of the TJPA. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Contractor is an employee for any other purpose, then the Contractor agrees to a reduction in the TJPA's financial liability so that the TJPA's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that the Contractor was not an employee.

15. Insurance

a. Without in any way limiting the Contractor's other indemnification obligations under this Agreement, the Contractor must maintain in force, during the full term of the Agreement, insurance with coverages at least as broad as the following amounts and coverages.

(1) If required under California law, Worker's Compensation, in statutory amounts, with Employers' Liability limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance on an occurrence basis, with limits not less than \$3,000,000 each occurrence for Bodily Injury, Property Damage, Contractual Liability, Personal and Advertising Injury, Products and Completed Operations; and

(3) Business Automobile Liability Insurance with limits not less than \$1,000,000 per accident for Bodily Injury (including death), Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(4) Professional Liability Insurance including Technology Errors and Omissions. Contractor shall obtain and maintain throughout the duration of the Agreement, technology errors and omissions liability coverage with limits not less than \$1,000,000 per occurrence/loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services or failure of any product to perform as defined in this Agreement and shall also provide coverage for the following risks:

- (i) Liability arising from Contractor's or subcontractor's theft, dissemination, and/or use of confidential information, including, but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers stored or transmitted in electronic form.
- (ii) Network security liability arising from the Contractor's or subcontractor's unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks.

(iii) Liability arising from the introduction of a computer virus(es) by Contractor or subcontractor into, or otherwise causing damage to the TJPA or third person's computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability policies must provide the following:

(1) Name as Additional Insured the entities identified in Appendix C.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the TJPA for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to the TJPA of material change in coverages, reduction or nonrenewal of coverages, or cancellation of coverages for any reason. Notices shall be sent to the address specified in the Section entitled "Notices to the Parties".

e. Should any of the required insurance be provided under a claims-made form, the Contractor shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of five (5) years beyond the expiration of this Agreement, to the effect that, should occurrences during the agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

h. Before commencing any operations under this Agreement, the Contractor shall do the following: (a) furnish to the TJPA certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A.M. Best A-, VII or higher, that are authorized to do business in the State of California, and that are satisfactory to the TJPA, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon TJPA request. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by the TJPA shall not relieve or decrease the liability of the Contractor under this Agreement. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the TJPA requires and shall be entitled to the broader coverage and/or the higher

limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the TJPA.

16. Indemnification

Contractor shall indemnify and save harmless the TJPA and its officers, directors, agents and employees from, and if requested shall defend them against, any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of the Contractor or loss of or damage to property, arising directly or indirectly from the Contractor's performance of this Agreement, including, but not limited to, the Contractor's use of facilities or equipment provided by the TJPA or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on the TJPA, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the TJPA and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the TJPA's costs of investigating any claims against the TJPA.

In addition to the Contractor's obligation to indemnify the TJPA, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the TJPA from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the TJPA and continues at all times thereafter. The Contractor shall have the exclusive right to select and retain attorneys to defend against such indemnified claims (subject to the reasonable approval of the TJPA) and the TJPA shall cooperate with the Contractor and its attorneys, at no cost to the TJPA.

The Contractor shall indemnify and hold the TJPA harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by the TJPA, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages to the TJPA resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the TJPA may have under applicable law to seek a defense, indemnity, or damages for such acts or omissions.

18. Liability of TJPA

The TJPA's monetary obligations under this agreement shall be limited to the payment of the compensation provided for in the Section of this Agreement entitled "Compensation". Notwithstanding any other provision of this Agreement, in no event shall the TJPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. Delays; Unavoidable Delays; Liquidated Damages

a. Delays

(1) Prior to commencing a project, TJPA and Contractor shall develop a project timeline and scope of work designating the Contractor's responsibility for each phase of the project and the TJPA's responsibilities if any ("Order"). Any delays encountered by Contractor or TJPA in the performance of this Agreement will be excused if and to the extent such delays are deemed unavoidable as determined by the TJPA Executive Director.

Unavoidable Delay is defined as an interruption of the work beyond the control of Contractor and which interruption the Contractor could not have avoided by the exercise of care, prudence, foresight or diligence. Such delays include and are limited to acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; slowdowns; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; accidents; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree or otherwise of the United States by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the work ordered by the TJPA, insofar as the changes necessarily require additional time in which to complete the entire work; the prevention by TJPA of a Contractor from commencing or prosecuting the work; the prevention of a Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; the prevention of a Contractor from commencing or prosecuting the work because of the failure of TJPA to furnish the necessary materials, deliverables or other information when required by the terms of an Order and when requested by the Contractor in a manner provided in the Order; and inability to procure or failure of public utility service. The duration of Unavoidable Delays shall be limited to the extent that the commencement, prosecution and completion of the work are delayed thereby, as determined by the TJPA.

(2) Either party's failure to notify the other party on a timely basis of any unavoidable delay will subsequently constitute a waiver of the delayed party's right to claim an unavoidable delay. Contractor and TJPA shall have the right to review and contest the validity of any Unavoidable Delay claimed by the other party.

(3) Other than agreed upon compensation for products or services to be delivered under this Agreement, and except as otherwise provided by law or the provisions of this Agreement, no monetary damages or compensation of any kind will be paid to Contractor due to unavoidable delays in the performance of this Agreement. To the fullest extent permitted by law, Contractor agrees to waive all claims against the TJPA, its members and consultants, and their respective directors, officers, agents, employees, and authorized representatives for any loss or damage sustained by reason of delays in the performance of this Agreement.

(4) If a delay would affect the project schedule specific to an Order for Contractor's services, within ten (10) business days of either party encountering a delay, the delayed party must notify the other party in writing of the delay and the nature and estimated length of the delay (which, if issued by Contractor shall constitute Contractor's Delay Claim). Contractor and TJPA will thereafter work cooperatively to develop a revised project schedule. TJPA will respond to Contractor's Delay Claim within ten (10) business days after both receipt of the Delay Claim and the completion of the revised project schedule. In the event that Contractor and TJPA cannot agree on a revised project schedule, then TJPA must respond to Contractor's Delay Claim within ten (10) business days after TJPA notifies Contractor of the inability to agree on a revised project schedule. Until both Contractor and TJPA agree

on the revised project schedule, the existing project schedule shall remain in effect and liquidated damages will not accrue for any period in excess of ten (10) business days during which Contractor is waiting for TJPA's response to its Delay Claim.

b. Liquidated Damages

In developing a project schedule specific to an Order for Contractor's services, the parties may agree upon critical milestones for a particular project subject to liquidated damages. By entering into this Agreement, the Contractor agrees that in the event the services are delayed beyond the critical milestones and timelines set forth in an Order's project schedule, the TJPA will suffer actual damages that will be impractical or extremely difficult to determine. Any project schedule containing critical milestones shall also state the amount of liquidated damages for any failure to meet those critical milestones, which shall not be a penalty, but shall be a reasonable estimate of the loss that the TJPA will incur based on the delay, established in light of the circumstances existing at the time the project schedule was agreed upon. The TJPA may deduct a sum representing any agreed upon liquidated damages from any money due to the Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by the TJPA because of the Contractor's failure to deliver to the TJPA within the time fixed in the project schedule or extensions of such time permitted in writing by the TJPA.

20. Default; Remedies

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement.

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: Payment; Submitting False Claims, Monetary Penalties; Taxes; Insurance; Proprietary or Confidential Information of TJPA; Protection of Private Information; Assignment; Drug-Free Workplace; Compliance With Laws; USDOT Requirements.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice thereof from TJPA to Contractor.

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

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

b. On and after any Event of Default, the TJPA shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, the TJPA shall have the right (but no

obligation) to cure (or cause to be cured) on behalf of the Contractor any Event of Default; the Contractor shall pay to the TJPA on demand all costs and expenses incurred by the TJPA in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The TJPA shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between the TJPA and the Contractor all damages, losses, costs or expenses incurred by the TJPA as a result of such Event of Default and any liquidated damages due from the Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

a. The TJPA shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience when it is in the TJPA's best interest, which best interest shall be determined at the TJPA's sole discretion. The TJPA shall exercise this option by giving the Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, the Contractor shall commence and perform, with diligence, all actions necessary on the part of the Contractor to effect the termination of this Agreement on the date specified by the TJPA and to minimize the liability of the Contractor and the TJPA to third parties as a result of termination. All such actions shall be subject to the prior approval of the TJPA. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by the TJPA.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At the TJPA's direction, assigning to the TJPA any or all of the Contractor's right, title and interest under the orders and subcontracts terminated. Upon such assignment, the TJPA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to the TJPA's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that the TJPA designates to be completed prior to the date of termination specified by the TJPA.

(7) Taking such action as may be necessary, or as the TJPA may direct, for the protection and preservation of any property related to this Agreement which is in the possession of the Contractor and in which the TJPA has or may acquire an interest.

c. Within thirty (30) days after the specified termination date, the Contractor shall submit to the TJPA an invoice, which shall set forth the reasonable cost to the Contractor for all services and other work the TJPA directed the Contractor to perform prior to the specified termination date, for which

services or work the TJPA has not already tendered payment. The costs shall be determined as provided in Section 5, and shall be invoiced as provided in Section 7. The Contractor may also recover the reasonable cost of preparing the invoice.

d. In no event shall the TJPA be liable for costs incurred by the Contractor or any of its subcontractors after the termination date specified by the TJPA, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to the Contractor under this Section, the TJPA may deduct (1) all payments previously made by the TJPA for work or other services covered by the Contractor's final invoice; (2) any claim which the TJPA may have against the Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the TJPA, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and the TJPA's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. The TJPA's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties Upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: Submitting False Claims, Monetary Penalties; Disallowance; Taxes; Payment Does Not Imply Acceptance of Work; Responsibility for Equipment; Independent Contractor, Payment of Taxes and Other Expenses; Insurance; Indemnification; Incidental and Consequential Damages; Liability of TJPA; Proprietary or Confidential Information of TJPA; Protection of Private Information; Notices to the Parties; Ownership of Results; Works for Hire; Audit and Inspection of Records; Non-Waiver of Rights; Limitations on Contributions; Modification of Agreement; Administrative Remedy for Agreement Interpretation; Agreement Made in California, Venue; Construction; Entire Agreement; Severability; USDOT Requirements; Prompt Payment of Subcontractors.

b. Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. The Contractor shall transfer title to the TJPA, and deliver in the manner, at the times, and to the extent, if any, directed by the TJPA, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the TJPA. This subsection shall survive termination of this Agreement.

23. Notices to the Parties

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

To TJPA: Mr. Mark Zabaneh, Executive Director

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
(415) 597-4615 fax
MZabaneh@transbaycenter.org

To Contractor: Mr. Michael Baker, Managing Director
Mosaic451, LLC
3838 N. Central Ave., Suite 2050
Phoenix, AZ 85012
mb@mosiac451.com

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

24. Proprietary or Confidential Information of the TJPA

The Contractor understands and agrees that, in the performance of the work or services under the Agreement or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the TJPA and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the TJPA. The Contractor agrees that all information disclosed by the TJPA to the Contractor shall be held in confidence and used only in performance of this Agreement. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Protection of Private, Confidential, Sensitive Security, and Protected Critical Infrastructure Information; Payment Card Industry Requirements

a. The Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, the Contractor agrees to all of the following:

(1) Neither the Contractor nor any of its subcontractors shall disclose Private Information obtained from the TJPA or the City in the performance of this Agreement to any other subcontractor, person, or other entity, unless one of the following is true.

- (i) The disclosure is authorized by this Agreement;
- (ii) The Contractor received advance written approval from the TJPA to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

(2) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private

Information authorized by the TJPA shall be in accordance with any conditions or restrictions stated in the approval.

(3) Private Information shall mean any information that (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives or (2) the law forbids any person from disclosing.

(4) Any failure of the Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the TJPA may terminate this Agreement, debar Contractor, or bring a false claim action against the Contractor.

b. The TJPA recognizes the need to share certain Confidential Information, Sensitive Security Information (SSI), and/or Protected Critical Infrastructure Information (PCII) with the Contractor to allow the Contractor to perform work on the Program. Confidential Information, SSI, and PCII may appear in records in written or electronic form, including, but not limited to, drawings, photographs, schematics, plans, memorandums, reports, emails, videos, tape recordings, and presentations. The Contractor acknowledges that by granting access to certain Confidential Information, SSI, and/or PCII, the TJPA has placed a special confidence and trust in the Contractor. In accordance with the terms of the TJPA's Non-Disclosure Agreement (NDA) under which access to Confidential Information, SSI, or PCII would be granted, the Contractor agrees to

(1) Keep Confidential Information, SSI, and PCII confidential and treat it in a manner designed to prevent the unauthorized disclosure to third parties;

(2) Not disclose Confidential Information, SSI, and/or PCII to third parties without the express written permission of the Executive Director of the TJPA or designee; and

(3) If such permission is granted, then provide said information only upon the execution of an NDA by that third party.

c. Contractors providing services and products that collect, transmit or store cardholder data, are subject to the following requirements:

(1) Software applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose software application has achieved PA-DAA certification must then be listed on the PCI Council's list of PA-DSS approved and validated payment applications.

(2) Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers. Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

26. News Releases/Interviews

All Contractor news releases, media interviews, testimony at hearings and public comment relating to the Transbay Program shall be prohibited unless expressly authorized by the TJPA.

27. Ownership of Results

Any interest of the Contractor or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media, or other documents prepared by the Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to the TJPA. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

28. Works for Hire

If, in connection with services performed under this Agreement, the Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the TJPA. If it is ever determined that any works created by the Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, the Contractor hereby assigns all copyrights to such works to the TJPA, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the TJPA, the Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

29. Audit and Inspection of Records

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

30. San Francisco Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), the Contractors' bids, responses to solicitations and all other records of communications between the TJPA and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

31. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in TJPA funds or TJPA-administered funds and is a nonprofit organization as defined in Chapter 12L of the S.F. Administrative Code, the Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Contractor further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Contractor acknowledges that its material failure

to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the TJPA to terminate and/or not renew the Agreement, partially or in its entirety.

32. Subcontracting

The Contractor will be permitted to subcontract portions of the work under this Agreement subject to the prior written approval of the TJPA Executive Director. Subcontractors shall be solely responsible to the Contractor throughout the performance of their services under this Agreement. Assignment by the Contractor of work to subcontractors shall not relieve the Contractor of any obligation to the TJPA for the work performed.

33. Assignment

The services to be performed by the Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by the TJPA by written instrument executed and approved in the same manner as this Agreement.

34. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter. There shall be no waiver except in writing, signed by the party to be charged.

35. Services Provided by Attorneys

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

36. Conflict of Interest

Through its execution of this Agreement, the Contractor acknowledges that it is familiar with the provisions of the Conflict of Interest Code of the TJPA; Section 15.103 of the San Francisco City Charter; Article III, Chapter 2 of San Francisco's Campaign and Governmental Conduct Code; and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

37. Limitations on Contributions

Through execution of this Agreement, the Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the TJPA for the rendition of personal services, for the furnishing of any material, supplies or equipment, or for the sale or lease of any land or building, from making any campaign contribution to (1) a TJPA elective officer if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any

time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Contractor's board of directors; the Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in the Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Contractor. Additionally, the Contractor acknowledges that the Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

38. Prohibition on Political Activity with TJPA Funds

In accordance with San Francisco Administrative Code Chapter 12.G, the Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. The Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event that the Contractor violates the provisions of this Section, the TJPA or City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit the Contractor from bidding on or receiving any new TJPA or City contract for a period of two (2) years. The TJPA or City will not consider the Contractor's use of profit as a violation of this Section.

39. Equal Employment Opportunity/Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, the Contractor agrees not to discriminate against any employee, TJPA or City employee working with such Contractor or subcontractor, applicant for employment with such Contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or Acquired Immune Deficiency Syndrome or Human Immunodeficiency Virus (AIDS/HIV) status, or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor is encouraged to actively recruit minorities and women for its workforce and take other steps, such as on-the-job training and education, to ensure nondiscrimination in the Contractor's employment practices.

b. Subcontracts

The Contractor shall incorporate by reference in all subcontracts the provisions of Chapters 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are

available from the TJPA upon request) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

The Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where the work is being performed for the TJPA elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Chapter 12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, the Contractor shall execute the appropriate "San Francisco Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101, HRC-12B-102, or HRC-12B-103) with supporting documentation and submit the form to the TJPA.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. The Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Contractor understands that pursuant to Section 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against the Contractor and/or deducted from any payments due the Contractor.

40. Disadvantaged Business Enterprise (DBE) Requirements

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the TJPA deems appropriate.

Pursuant to the monitoring requirements outlined in Section XIII of the TJPA's DBE Program (49 CFR 26.37), the Contractor will be required to update and submit the TJPA's "Bidders/Proposers Information Request Form," regardless of DBE participation. Upon award of the contract, the Contractor shall submit the TJPA's "Progress Payment Report" with every invoice, the "Subcontractor Payment Declaration" within five days of each Contractor payment to a subcontractor, and a "Final Expenditure Report" with the completion of the contract.

41. Prompt Payment to Subcontractors

a. Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay a subcontractor not later than ten (10) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The ten (10) days is applicable unless a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that Section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days of receipt of each payment may take place only for good cause and with the TJPA's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE/SBE and non-DBE/SBE prime contractors and subcontractors.

b. Prompt Payment of Withheld Funds to Subcontractors

If the TJPA requires retainage from the prime contractor and prompt and regular incremental acceptances of portions, as determined by the TJPA of the contract work and retainage is paid to the prime contractor based on these acceptances, then the prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the TJPA. Any delay or postponement of payment may take place only for good cause and with the TJPA's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE/SBE and non-DBE/SBE subcontractors.

42. Consideration of Criminal History in Hiring and Employment Decisions

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

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

of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or subcontractor shall not inquire about, require disclosure of, or, if such information is received base an Adverse Action on, an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or subcontractor shall not inquire about or require applications, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in Chapter 12T subsection 32(d). Contractor or subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the TJPA shall have the right to pursue any rights or remedies available to the City under Chapter 12T, including, but not limited to, penalties payable to the City.

43. Requiring Minimum Compensation for Covered Employees

The Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the Web at <http://www.sfgov.org/olse>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. For each hour worked by a Covered Employee during a Pay Period on work funded under the TJPA contract during the term of this Agreement, the Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. Note that the gross hourly compensation for covered employees (including employees of non-profits) working in San Francisco is \$14.02 as of January 1, 2018.

b. The Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the TJPA with regard to the Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

c. The Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by the Contractor of the terms of this Agreement. The TJPA shall determine whether such a breach has occurred. If, within thirty (30) days after receiving written notice of a breach of this Agreement for violating the MCO, the Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the TJPA shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the TJPA or City.

d. The Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

e. The Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the TJPA, which communications are marked to indicate that they are to be distributed to Covered Employees.

f. The Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

g. The TJPA, or City, is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

h. Any subcontract entered into by the Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. The Contractor shall notify the TJPA when it enters into such a subcontract and shall certify to the TJPA that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is the Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, the TJPA may pursue any of the remedies set forth in this Section against the Contractor.

i. If the Contractor is exempt from the MCO when this Agreement is executed because the

cumulative amount of agreements with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but the Contractor later enters into an agreement or agreements that cause the Contractor to exceed that amount in a fiscal year, the Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and the TJPA to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Unless exempt, the Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the Web at <http://www.sfgov.org/olse>. Capitalized terms used in this Section and not defined in this agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, the Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. The Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. The TJPA shall notify the Contractor if such a breach has occurred. If, within thirty (30) days after receiving the TJPA's written notice of a breach of this Agreement for violating the HCAO, the Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the TJPA shall have the right to pursue the remedies set forth in 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the TJPA.

d. Any Subcontract entered into by the Contractor shall require the subcontractors to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. The Contractor shall notify the TJPA when it enters into such a subcontract and shall certify to the TJPA that it has notified the subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on subcontractor through the Subcontract. Each Contractor shall be responsible for its subcontractors' compliance with this Chapter. If a subcontractor fails to comply, the TJPA may pursue the remedies set forth in this Section against Contractor based on the subcontractor's failure to comply, provided that TJPA has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. The Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the TJPA with regard to Contractor's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. The Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. The Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the TJPA agreement.

h. The Contractor shall keep itself informed of the current requirements of the HCAO.

i. The Contractor shall provide reports to the TJPA in accordance with any reporting standards promulgated by the City under the HCAO, including reports on subcontractors and subtenants, as applicable.

j. The Contractor shall provide the TJPA, or City, with access to records pertaining to compliance with HCAO after receiving a written request from the TJPA, or City, to do so and being provided at least five (5) business days to respond.

k. The Contractor shall allow the TJPA, or City, to inspect the Contractor's job sites and have access to the Contractor's employees in order to monitor and determine compliance with HCAO.

l. The TJPA, or City, may conduct random audits of the Contractor to ascertain its compliance with HCAO. The Contractor agrees to cooperate with the TJPA when it conducts such audits.

m. If the Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Contractor later enters into an agreement or agreements that cause the Contractor's aggregate amount of all agreements with TJPA to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and the TJPA to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. The Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

(1) The Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.

(2) The Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.

(3) The Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling (i) its first available Entry Level Position with a job applicant referred through the First Source Program; and (ii) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions

The Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration ("FSHA") may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages up to \$5,000 for every notice of a new hire for an Entry Level Position improperly withheld from the First Source hiring process. Continued failure by Contractor to comply with First Source obligations will cause further significant and substantial harm to the City and the public, and will subject Contractor to a second assessment of liquidated damages up to \$10,000 for each violation. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by the Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Reserved

47. MacBride Principles – Northern Ireland

Pursuant to San Francisco Administrative Code Section 12F.5, the City and TJPA urge companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and TJPA urge San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of the Contractor acknowledges and agrees that he or she has read and understood this Section.

48. Drug-Free Workplace Policy

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TJPA premises. The Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

49. Resource Conservation

Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by the Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

50. Tropical Hardwood/Virgin Redwood Ban

Pursuant to Section 804(b) of the San Francisco Environment Code, the TJPA urges Contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

51. Preservative-treated Wood Containing Arsenic

The Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude the Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

52. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this agreement as though fully set forth. This provision is a material term of this agreement. By entering into this agreement, Contractor agrees that if it breaches this provision, the TJPA will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100.00) liquidated damages for the first breach, two hundred dollars (\$200.00) liquidated damages for the second breach in the same year, and five hundred dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that the TJPA will incur based on the violation, established in light of the circumstances existing at the time this agreement was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by the TJPA because of Contractor's failure to comply with this provision.

53. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City and County of San Francisco's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property.

Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

The Contractor shall remove all graffiti from any real property owned or leased by the Contractor in the City and County of San Francisco within forty-eight (48) hours of the earlier of the Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the City's Department of Public Works or the TJPA. This Article is not intended to require the Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include (a) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (b) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 et seq.).

54. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved according to TJPA requirements.

55. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the TJPA who shall reasonably decide the true meaning and intent of the Agreement. Nothing in this Section shall be interpreted as the Contractor waiving any legal rights or remedies to which it is entitled, to include challenging the reasonableness of any interpretation TJPA may make under this Section.

56. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

57. Construction

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

58. Entire Agreement

This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in the Section entitled "Modification of Agreement".

59. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

60. USDOT Requirements

The provisions contained in “USDOT Requirements for Professional Services Contracts,” attached as Appendix D, are incorporated into this Agreement, and the Contractor agrees to abide by such provisions. Such provisions supplement the provisions in this Agreement, and shall be interpreted in the broadest possible manner to avoid any conflicts. If there is an unavoidable conflict between the USDOT terms and conditions and any other terms and conditions of this Agreement, in the TJPA’s sole determination, the USDOT terms and conditions shall take precedence.

61. Compliance with Laws

The Contractor shall keep itself fully informed of the Charter of the City and County of San Francisco, of codes, ordinances and regulations of the City, and of all state and federal laws and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such codes, ordinances, regulations, and all applicable laws as they may be amended from time to time.

62. Compliance with Americans with Disabilities Act

The Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of the Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

63. Authority to Execute Agreement

Each individual executing this Agreement, on behalf of one of the parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

64. Compliance with Naming Rights Agreement

The TJPA has executed an agreement with salesforce.com providing salesforce the right to name the new transit center the “Salesforce Transit Center” and the right to receive certain other benefits. The Naming Rights Agreement imposes requirements and obligations relative to the name of, references to, and logos associated with the transit center. The Contractor will comply with the procedures, restrictions, and requirements developed by the TJPA related to implementation of its obligations under the Naming Rights Agreement, and the terms for the Contractor’s use of the name and logos associated with the transit center.

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

TRANSBAY JOINT POWERS AUTHORITY

Approved as to Form by:

Mark Zabaneh, Executive Director

TJPA Legal Counsel

Transbay Joint Powers Authority
Board of Directors
Resolution No. _____
Adopted: _____
Attest:

Secretary, TJPA Board

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitles Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood the Section entitled “MacBride Principles—Northern Ireland”, San Francisco’s statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

Authorized Signature

Address

Printed Name

City, State, Zip Code

Title

Phone Number

Company Name

Federal Employer ID Number

APPENDIX A

SCOPE OF SERVICES

The scope of services is divided into the following phases:

1. Define the objectives and requirements of the Information Security (InfoSec)/ Cybersecurity Program
2. Assess vulnerabilities and risks
3. Create InfoSec/Cybersecurity policies
4. Create an InfoSec/Cybersecurity Plan (manual)
5. Execute and Manage the InfoSec/Cybersecurity Plan

Prior to commencing services, TJPA and Contractor shall develop a project timeline and scope of work designating the Contractor's responsibility for each phase of the project and the TJPA's responsibilities if any ("Order"). The timeline and scope of work should include milestones and designate critical milestones.

Note that each deliverable will be subject to review and final acceptance by TJPA prior to implementation. All written deliverables shall be of high quality, free of errors, in report and procedure templates provided by TJPA (see Exhibit 2).

PHASE 1: DEFINE THE OBJECTIVES AND REQUIREMENTS OF THE INFOSEC/CYBERSECURITY PROGRAM

The Contractor will:

1. Define the objectives of the InfoSec/Cybersecurity Program through a collaborative and iterative process, working closely with the TJPA and the transit center's asset management team. This work will require the Contractor to proactively schedule meetings and discussions, review business and other documents, and take the necessary follow-up actions to understand, identify, and document the business and operational needs of the transit center for the TJPA's review and acceptance.
2. Translate the established business and operational needs into InfoSec/Cybersecurity requirements for the transit center's industrial control systems (ICS) and information/communications technology (ICT) networks. These requirements will address, but are not limited to, the following areas:
 - Technology—such as firewall, wireless services, virtual private network (VPN), system patch management
 - Management—information security policies and procedures, risk assessment and management, security auditing and reporting, security training and education
 - Adaptability—disaster recovery, business continuity, business resilience, and system backup
 - Compliance—information technology (IT) and operational technology (OT) system patch management and upgrades will evaluate and implement where appropriate the following industry best practice recommendations, at a minimum, as referenced below:
 - International Organization for Standardization (ISO) 27001, 27002, 27005, and 38500
 - COBIT 5 (previously known as the Control Objectives for Information and Related Technology) published by the Information Systems Audit and Control Association (ISACA)
 - National Institute of Standard and Technology (NIST) SP 800-53

The deliverable for this phase will be a report describing the identified InfoSec/Cybersecurity Objectives and Requirements.

PHASE 2: ASSESS VULNERABILITIES AND RISKS

The Contractor will:

1. Identify and track technology-related risks across all ICT networks and ICS throughout the facility, to allow systems and networks to be managed to acceptable levels of risk, as determined by the TJPA, using agreed-upon practices.
2. Evaluate InfoSec/Cybersecurity requirements, practices, procedures, guidelines, procurement mechanisms, and risk reporting structures as identified in the InfoSec/Cybersecurity Objectives and Requirements Report, and assess their effectiveness in managing IT risks throughout the facility.
3. Identify and address risks to all stakeholders as identified below, and include those stakeholders in the decision-making processes:
 - TJPA
 - Lincoln Property Companies and the asset management team
 - Transit agencies, including AC Transit and San Francisco Municipal Transportation Agency
 - Law enforcement agencies
 - Connecting buildings 181 Fremont (J. Paul Co.) and Salesforce Tower (Boston Properties)
4. Review the transit center's ICT and ICS architecture and operational practices, assess the facility's ability to identify exploitable ICT and ICS vulnerabilities, and gauge the facility's ability to respond to cyber-attacks in accordance with digital forensic and incident response guidelines established by the United States Computer Emergency Readiness Team (US-CERT) and the United States Department of Justice.
5. Develop a systemic and structured approach to identify and track all ICS and ICT systems technology-related risks that may adversely affect the facility's ability to meet its business and operational goals and objectives.

The deliverable for this phase will be an InfoSec/Cybersecurity Assessment Report describing, in detail, vulnerabilities and risks at the transit center.

PHASE 3: CREATE INFOSEC/CYBERSECURITY POLICIES

The Contractor will:

1. Create detailed InfoSec/Cybersecurity Policies to address the vulnerabilities and risks identified in the InfoSec/Cybersecurity Assessment Report.
2. Translate security requirements into written technical security policies, controls, and rules for all areas of digital protection.

All security policies, practices, procedures, guidelines, procurement mechanisms, and risk reporting structures will be submitted and reviewed by the TJPA for approval. The deliverable for this phase will be an InfoSec/Cybersecurity Policies Report.

PHASE 4: CREATE AN INFOSEC/CYBERSECURITY PLAN

The Contractor will:

1. Create a detailed InfoSec/Cybersecurity Plan to address the vulnerabilities and risks identified in InfoSec/Cybersecurity Assessment Report, based on policies outlined in the InfoSec/Cybersecurity Policies Report.
 - The InfoSec/Cybersecurity Plan must articulate the preventative, detective, and corrective controls needed to address the vulnerabilities and risks identified in the InfoSec/Cybersecurity Assessment Report.
 - Controls must be specific, measurable, actionable, and cost effective, as determined by the TJPA. Wherever possible, controls should be associated with relevant and achievable industry standards and benchmarks against which the success of the InfoSec/Cybersecurity Program can be measured over the lifetime of the contract.
2. Identify an established governance framework standard and adhere to it and the associated operating principles for the identification, assessment, and mitigation of information security risks or cyber-risks, including cyber-attacks, that jeopardize operations and security. This work will include developing assurance and audit-related activities that are aligned with industry IT and OT auditing best practices to ensure current and future ICT network and ICS-related risks are managed to acceptable levels, as determined by the TJPA. Contractor will coordinate with the TJPA's IT staff person or consultant.

The deliverable for this phase will be the InfoSec/Cybersecurity Plan (manual).

PHASE 5: EXECUTE AND MANAGE THE INFOSEC/CYBERSECURITY PLAN

The Contractor will:

1. Provide InfoSec/Cybersecurity monitoring, response, and managed security services for the hardware and software identified in documents referenced in Exhibit 1 [Exhibit is confidential].
2. Provide periodic assessments and policy reviews to ensure the facility's ongoing efforts under the InfoSec/Cybersecurity Program remain aligned to the TJPA-approved InfoSec/Cybersecurity Policies Report and InfoSec/Cybersecurity Plan.
3. Leveraging transit center equipment and platforms, provide all InfoSec/Cybersecurity monitoring, response, and security services for the IT equipment (hardware and software) planned for the transit center, as identified in the documents referenced in Exhibit 1 [Exhibit is confidential].
4. Support incident response as referenced in Table 1 (refer to item 7 below), and coordinate with and provide support for forensic analysis efforts by a third-party subject matter expert, if required.
5. Assume direct and on site oversight of all incidents with a severity level rating of "high" or greater, within the timeframes outlined in Table 1, as well as the associated reporting and quarantine actions. Contractor will notify the TJPA of the incident immediately.
6. Provide InfoSec/Cybersecurity monitoring for a dynamic number of users and the data flow generated from facility:
 - Up to 3,000 concurrent users
 - Up to 200 employees over 24-hour period

7. Respond to information security/cybersecurity incidents and provide incident response support for such problems, without regard to who was at fault, as indicated in Table 1.

Incident Severity Level	Response Time
Emergency (Black)	Immediate
Severe (Red)	1 hours or less
High (Orange)	2 hours or less
Medium (Yellow)	8 hours or less
Low (Green)	24 hours or less
Baseline (White)	48 hours or less

- An “incident”, as defined by NIST Special Publication 800-61, is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard computer security practices
- “Response Time” begins at the time that an authorized user notifies the Contractor of an incident or the InfoSec/Cybersecurity monitoring system determines that such an incident exists on the network or other systems.
- Cyber incident classification:
 - i. Emergency (Black) – incident causes an imminent threat to the critical infrastructure services, government system stability, or to the lives of persons
 - ii. Severe (Red) – incident causes the significant interruption or degradation of mission critical business services for a large number of users (> 33% of O&M users)
 - iii. High (Orange) – incident causes demonstrable service disruption or degradation for a group of users (< 33% of O&M users)
 - iv. Medium (Yellow) – incident causes service degradation or breaches of security policy that may impact a small group of users (< 10%)
 - v. Low (Green) – incidents with little or no service impact or those affecting a small number of individual users (< 3%)
 - vi. Baseline (White) – unsubstantiated or inconsequential events

8. Notify the TJPA of any new trends or threats that may be relevant to the InfoSec/Cybersecurity Program at the transit center.

9. Provide the TJPA with an executive summary report of any incidents rated “high” or above. The report will describe potential business impacts, summarize any ongoing actions, and propose means to rectify new and ongoing incidents and minimize future risks. The report format is subject to TJPA approval.

GENERAL REQUIREMENTS FOR CONTRACTOR’S EXECUTION AND MANAGEMENT

- Services may be provided on-site, or from a remote location within the continental United States. Any remote tools and remote access used by the Contractor must be secure and approved by the TJPA.
- Contractor must provide 24/7/365 service in the case of an emergency event.
- An account manager must be assigned to the project for the entire duration of the contract (it is not intended that the account manager be dedicated to TJPA fulltime; however, the designated account manager will be subject to approval by the TJPA, and it is the TJPA’s intent that this person services the TJPA contract for its duration. Any replacement of the account manager shall be done with the approval of the TJPA. If replacement occurs, the Contractor will provide for transitional staffing

above normal staffing levels to acclimate the new account manager to the contract, the TJPA environment and the individuals and organizations the contract services).

- The account manager will participate in quarterly business status review meetings, provide the TJPA with reports as required by the TJPA, as well as escalate any issues per defined escalation procedures.
- The Contractor will propose the frequency and proposed topics for periodic meetings with stakeholders, as well as the assumed number of on-demand stakeholder coordination meetings (either monthly or annually).

Deliverables during this phase are:

- Periodic security status reports
- Real-time security status dashboard

PERSONNEL PROVIDING SERVICES

Michael Baker – Governance & Oversight

Ray Ramella – Contract & Financial Management

Steven Greschner – Relationship Management

Chris McDaniels, – Chief Information Security Officer, Governance & Oversight, Training, Subject Matter

Expert (SME)

Dave Mullin / Julianna Quain Carman – Senior IT Program & Project Managers

Michael Butash – Senior Network & Security Architect, Service Delivery Manager, Onboarding

Andy Jordan – Senior Security Architect, Service Delivery Manager, Program Management, Compliance Expert, SME

Joshua Bishop – Service Delivery Manager, SME, Training

Henry Good – Security Operations Center Management

John Daza – Network Operations Center Management

TBD – Account Manager

APPENDIX A

EXHIBIT 1

[redacted]

APPENDIX A

EXHIBIT 2

[attached document]

Style Sheet for TJPA Consultant Written Deliverables

Format

Page Layout

Size

8½ x 11”

Margins

1" on all sides; header 0.5"; footer 0.3"

Text alignment

Left-aligned

Print setup

Double-sided

Paragraph Text

Font

Times New Roman 11 or a similar serif font

Spacing

Single-spaced with a full line between paragraphs

Headings

Font

Arial or similar sans serif font

Size

Use a consistent heading style for each heading level.

Vary font size and vertical spacing for headings depending on the level of heading. Be sure to include spacing above headings. For example:

1. Level 1 Head

Sed semper justo ut quam commodo semper.

1.1 Level 2 Head

Nam non eros tempus, rutrum elit eget, porta mi.

1.1.1 Level 3 Head

Ut vehicula id sapien ac euismod. Donec vitae semper risus, vitae sollicitudin.

Avoid going beyond four levels of headings.

If a section includes subsections, there should be at least two headings at each level being used.

Avoid stacked headings—one heading after another with no text in between.

Footers

Insert footers with the report date and page numbers.

Page Numbering

Number all pages of the main report.

Page numbering follows the format *Page X of Y*, where *X* is the current page and *Y* is the total number of pages in the document.

Style Sheet for TJPA Consultant Written Deliverables

Electronic Images and Logos

Digital images should be high enough resolution for printing—at least 250 dpi. Please do not use low resolution images or stretch images to make them larger.

Figures & Tables

Number and title/label all figures and tables.

Figures and tables that extend beyond the page margins should be rotated on the page.

If the table size exceeds a page, repeat the title and column heads on subsequent pages.

Appendixes

For documents with more than one appendix, label each appendix sequentially beginning with the letter A.

Abbreviations

If you are using abbreviations in your document, introduce the abbreviation at the first occurrence of the word, term, or title being abbreviated and use the abbreviation consistently thereafter.

Do not introduce abbreviations that do not reoccur in the text.

Set off abbreviations in parentheses.

Add an *s* (not *'s*) to form the plural of an abbreviation.

Include a list of abbreviations in reports that use technical terminology.

Lists

Bullets

Use a consistent bullet style for bulleted lists.

Numbers

Use numbers for steps or procedures.

List Structure, Capitalization & Punctuation

Use parallel construction. In other words, parallel sentence fragments with sentence fragments, complete sentences with complete sentences, single words with single words, etc.

Use consistent punctuation and capitalization. List items and sentence fragments do not necessarily need to have terminal punctuation.

Write procedures and steps as complete sentences.

Numbers

Generally, spell out numbers from 1 through 10 and use figures for numbers above 10.

Use the same style to express related numbers above and below 10.

Use all figures when numbers have technical significance or need to stand out for quick comprehension.

DOCUMENT REVIEW CHECKLIST			
Project Name:			
Document Name:	Yes	No	Comments
ENTIRE DOCUMENT			
The document is consistent with the format and content specified in the contract.			
The document is free of repetitious language and grammatical errors.			
All tables have been checked for technical accuracy, clarity, and relevance to text.			
An electronic spellcheck has been completed.			
Each page has been visually inspected for correct page numbers.			
Each page has been visually inspected for correct spacing.			
Each page has been visually inspected for accurate headers and footers.			
Each page has been visually inspected for correct margins (left and right, top and bottom).			
Each page has been visually inspected for appropriate page breaks (no headings or subheadings at the end of a page without following text).			
Footnotes or endnotes are numbered in sequence.			
A list of technical terms and their abbreviations has been included, if applicable.			
TABLE OF CONTENTS			
Each section of the document that should appear in the Table of Contents does appear.			
The sequence of numbers in the Table of Contents is correct.			
The format of each entry in the Table of Contents is correct (for example, all level two entries are formatted consistently).			
Appendixes are identified in sequence by letter.			
BODY OF DOCUMENT			
Program terminology, abbreviations, etc., conform to TJPA's standards and are used consistently.			
Each acronym or abbreviation is introduced the first time it is used.			
Numbers are expressed consistently according to the style guidance attached to the contract.			
A standard for either capitalizing or lowercasing terminology has been applied consistently throughout.			
The document uses consistent tense.			
Lists are consistent in format and style.			

DOCUMENT REVIEW CHECKLIST			
Project Name:			
Document Name:	Yes	No	Comments
Section heads are consistent in format and style.			
All URLs and hyperlinks are correct.			
The document adheres to the other special items defined in the project's standards for readability.			
References to existing documents, appendixes, sections within the body of the report, etc., are accurate.			
CONTENT			
The material is consistent with existing documents.			
The potential impact on future deliverables has been considered.			
The material is technically accurate.			
The potential cost and/or schedule impact has been considered, where appropriate.			
Risk factors have been considered, where appropriate.			

Master Abbreviations List

Abbreviation	Full Text
ADPL	anticipated DBE participation level
AASHTO	American Association of State Highway and Transportation Officials
AB	(California) assembly bill
ABAG	Association of Bay Area Governments
AC Transit	Alameda–Contra Costa Transit District
ACS	access control system
ACWP	actual cost of work performed
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
A/E	architect(ure) and engineer(ing)
AHJ	authority having jurisdiction
AIA	American Institute of Architects
AIS	alternate implementation strategy
ALTA	American Land and Title Association
APE	area of potential effects
APS	advance planning study
APTA	American Public Transportation Association
ARTIC	Anaheim Regional Transportation Intermodal Center
ARDTP	archaeological research design and treatment plan
ARR	archaeological resources report
ARRA	American Recovery and Reinvestment Act
ASA	archaeological sensitivity area
ASI	architect’s supplemental instructions
ASR	additional service request
ASTM	American Society of Testing and Materials
AV	audio visual
AWSS	auxiliary water supply system
BAAQMD	Bay Area Air Quality Management District
BAC	budget at completion
BAFO	best and final offer
BART	Bay Area Rapid Transit
BATA	Bay Area Toll Authority
BCWP	budgeted cost of work performed
BGS	below ground surface
BIM	building information modeling
BMCS	building management control system
BMS	building management system
BOC	Business Outreach Committee

Abbreviation	Full Text
BOD	basis of design
BOH	back of house
BSE	Buttress, Shoring and Excavation
CAC	citizens advisory committee
CADD	computer assisted design and drafting
Cal EMA	California Emergency Management Agency
Cal/EPA	California Environmental Protection Agency
Cal OES	California Governor's Office of Emergency Services
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CAR	corrective action request
CARB	California Air Resources Board
CBC	California Building Code
CBD	community benefit district
CBRN	chemical, biological, radiological, and nuclear
CBSIP	Central Bayside System Improvement Project
CCC	Change Control Committee
CCO	contract change order
CCRL	California Community Redevelopment Law
CCTV	closed-circuit television
CDs	construction documents
CDD	SFPUC Water Enterprise City Distribution Division
CDSM	cement deep soil mixing
CEQA	California Environmental Quality Act
CFD	Community Facilities District
CFR	Code of Federal Regulations
CHSRA	California High-Speed Rail Authority
CHSTP	California High-Speed Train Project
CIDH	cast in drilled hole
CIL	certifiable items list (related to safety and security certification process)
CIP	capital improvement program
City	City and County of San Francisco
CLSM	controlled low-strength material
CM	construction manager or construction management
CMA	congestion management agency
CM/GC	construction manager/general contractor
CMO	construction management oversight
CMP	congestion management program or Construction Management Plan

Abbreviation	Full Text
CMU	concrete masonry unit
ConOps	concept of operations
COR	change order request
CPM	critical path method
CPTED	crime prevention through environmental design
CPUC	California Public Utilities Commission
CQC	contractor quality control
CRC	Cost Review Committee
CSI	Construction Specifications Institute
CSLB	Contractors State License Board
CSO	Chief Security Officer
CTC	California Transportation Commission
CULCOP	Committee for Utility Liaison on Construction and Other Projects
CVS	certified value specialist
DAS	distributed antenna system
DB	design-build
DBB	design-bid-build
DBE	disadvantaged business enterprise
DBI	(San Francisco) Department of Building Inspection
DBT	design basis threat
DCR	design change request
DFOW	definable feature of work
DGC	design guidance criteria
DHS	Department of Homeland Security
DLPA	developed locally preferred alternative
DOT	United States Department of Transportation or USDOT
DPT	(San Francisco) Department of Parking and Traffic
DPW	(San Francisco) Department of Public Works (see SFPW)
DRA	dispute review advisor
DRB	dispute review board
DTIS	(San Francisco) Department of Telecommunication and Systems Information
DTX	Downtown Rail Extension
DURF	demolition, utility relocation, foundation
DVBE	disabled veteran's business enterprise or disabled veteran-owned business enterprise
EA	environmental assessment
EAC	estimate at completion
E&O	errors and omissions

Abbreviation	Full Text
ECS/MNS	emergency communications system/mass notification system
EEO	equal employment opportunity
EIR	environmental impact report (state)
EIS	environmental impact statement (federal)
EMU	electric multiple unit
EMS	emergency medical services
EOC	(San Francisco) Emergency Operations Center
EPA	Environmental Protection Agency (federal)
ERO	(San Francisco) Environmental Review Officer
ERP	emergency response plan
ERR	evacuation rescue and recovery
ERRCS	Emergency Responder Radio Communication System
ESC	Executive Steering Committee
ESA	environmental site assessment
ES&H	environmental, safety, and health
ETC	estimate to complete or estimated total cost (context dependent)
FA	force account
FACO	force account change order
FAR	Federal Acquisition Regulations
FCC	Fire Command Center
FCR	field condition report
FEIS/EIR	Final Environmental Impact Statement/Environmental Impact Report
FEMA	Federal Emergency Management Agency
FFGA	full funding grant agreement
FHWA	Federal Highway Administration
FMO	financial management oversight
FO	field order
FONSI	finding of no significant impact
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FY	fiscal year
GC	general contractor
GFRC	glass fiber reinforced concrete
GGT	Golden Gate Transit
GMIS	grants management information system
GMP	guaranteed maximum price
GSL	ground shaking level
HABS/HAER	Historic American Buildings Survey/Historic American Engineering Record

Abbreviation	Full Text
H&S	health and safety
HASP	health and safety plan
HMMP	hazardous materials management plan
Hazmat	hazardous material
HRC	(San Francisco) Human Rights Commission
HSEEP	Homeland Security Exercise and Evaluation Program
HSIPR	High-Speed Intercity Passenger Rail (FRA program)
HVAC	heating, ventilation, and air conditioning
I-280	Interstate (Highway) 280
I-80	Interstate (Highway) 80
IAP	independent assurance program
IAST	independent assurance sampling and testing
IBC	International Building Code
IBEW Local 6	International Brotherhood of Electrical Workers Local Union No. 6
IBF	Intercity Bus Facility
ICBO	International Conference of Building Officials
ICS	Incident Command System
IDC	Infrastructure, Design & Construction (division of SFPW)
IDF	intermediate distribution frame
IEC	International Electrical Code
IFB	issued for bid or invitation for bid
IFC	International Fire Code or issued for construction
IIPP	injury and illness prevention plan
IMC	International Mechanical Code
IMT	Incident Management Team
IPC	International Plumbing Code
ISC	Interagency Security Committee
ISTEA	Intermodal Surface Transportation Efficiency Act
IT	information technology
ITIP	Interregional Transportation Improvement Program
ITR	internal technical review
JAC	Joint Administration Committee
JTTF	Joint Terrorism Task Force
KPIs	key performance indicators
LAN	local area network
LD	liquidated damages
LEED	Leadership in Energy and Environmental Design
LOS	level of service

Abbreviation	Full Text
LPA	locally preferred alternative
LS	lump sum
LSES	life safety enhancement status
MAP-21	Moving Ahead for Progress in the 21 st Century
MBE	minority business enterprise
MDF	main distribution frame
MEPF	mechanical, electrical, plumbing, fire suppression
MIS	management information system
MLD	most likely descendant
MMP	mitigation monitoring plan
MMRP	Mitigation Monitoring and Reporting Program
MMRQ	Mitigation Monitoring and Reporting Quarterly
MOA	memorandum of agreement
MOD	(San Francisco) Mayor's Office on Disability
MOU	memorandum of understanding
MOW	maintenance of way
MPO	metropolitan planning organization
MSE	mechanically stabilized earth
MTC	(San Francisco Bay Area) Metropolitan Transportation Commission
Muni	San Francisco Municipal Railway
NAHC	Native American Heritage Commission
NATM	New Austrian Tunneling Method
NCR	nonconformance report
NDA	nondisclosure agreement
NDT	nondestructive testing
NEPA	National Environmental Policy Act (of 1969)
NFPA	National Fire Protection Association
NHPA	National Historic Preservation Act
NIMS	National Incident Management System
NOD	notice of determination (CEQA requirement)
NPDES	National Pollution Discharge Elimination System
NRHP	National Register of Historic Places
NTP	notice to proceed
OAC	owner-architect-contractor
O&M	operations and maintenance
OBAG	One Bay Area Grant
OCII	(San Francisco) Office of Community Investment and Infrastructure
OCIP	owner-controlled insurance program (or plan)

Abbreviation	Full Text
OCS	overhead contact system
OE Local 3	Operating Engineers (OE) Local Union No. 3
OEWD	(San Francisco) Office of Economic and Workforce Development
OIP	order of immediate possession
OPR	Owner's Project Requirements
OSHA	Occupational Safety and Health Administration
PCII	protected critical infrastructure information
PCJPB	Peninsula Corridor Joint Powers Board
PCO	proposed change order
PCPA	Pelli Clarke Pelli Architects, Inc.
PE	preliminary engineering
PEER	Permit Engineering Evaluation Report
PFC	passenger facility charge
PFP	Program Financial Plan
PG&E	Pacific Gas and Electric Company
PIMM	Plan to Implement Mitigation Measures
PIP	Program Implementation Plan
PLA	Project Labor Agreement
PM	project manager or project management
PMIS	program management information system (Constructware)
PMO	project management oversight
PMOC	project management oversight contractor
PMP	Program Management Plan
PMPC	program management/program controls
PNRS	Projects of National and Regional Significance
PPP or P3	public-private partnership
Prop K	San Francisco Proposition K
PS&E	plans, specifications, and estimate
PSIM	physical security information management
PSR	project study report
PTCC	Partnership Transit Coordinating Councils
PTE	potential threat element
QAP	quality assurance program
QA/QC	quality assurance/quality control
QBDs	questions on bidding documents
QMP	quality management plan
QMS	quality management system
RAB Study	Railyard Alternatives and I-280 Boulevard Feasibility Study

Abbreviation	Full Text
RACC	Regional Agency Coordinating Committee
RAMP	Real Estate Acquisition and Management Plan
RCMP	Risk and Contingency Management Plan
RE	resident engineer
RFI	request for information
RFLE	request for local equivalency
RFP	request for proposals
RFQ	request for qualifications
RFS	request for substitution
RLPA	refined locally preferred alternative
RM 1	Regional Measure 1
RM 2	Regional Measure 2
RMC	Risk Management Committee
RMP	risk management plan
ROD	Record of Decision
ROI	return on investment
ROW	right-of-way
RRIF	Railroad Rehabilitation and Improvement Financing (FRA program)
RTEP	Regional Transit Expansion Program
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RVA	risk and vulnerability assessment
RWQCB	Regional Water Quality Control Board
SABCE	stripped and adjusted base cost estimate
SAFETEA-LU	Safe, Accountable, Flexible, Efficient Transportation Equity Act—a Legacy for Users
SamTrans	San Mateo County Transit District
SB	(California) senate bill
SBE	small business enterprise
SCADA	supervisory control and data acquisition
S/CMRC	safety and configuration management review committee
S/DBE	small and disadvantaged business enterprise
SEIS/EIR	Supplemental Environmental Impact Statement/Environmental Impact Report
SEM	sequential excavation method
SEPP	security and emergency preparedness plan
SFAC	San Francisco Arts Commission
SFBC	San Francisco building codes or San Francisco Bicycle Coalition
SFBCTC	San Francisco Building and Construction Trades Council

Abbreviation	Full Text
SFCD	San Francisco City Datum
SFCTA	San Francisco County Transportation Authority
SFDEM	San Francisco Department of Emergency Management
SFFD	San Francisco Fire Department
SFIA	San Francisco Institute of Architecture
SFMTA	San Francisco Municipal Transportation Agency
SFMTA–SSD	SFMTA – Sustainable Streets Division
SFO	San Francisco International Airport
SFOBB	San Francisco Oakland Bay Bridge
SFPD	San Francisco Police Department
SFPW	San Francisco Public Works (formerly the San Francisco Department of Public Works)
SFPUC	San Francisco Public Utilities Commission
SHOPP	State Highway Operations and Protection Program
SHPO	State Historic Preservation Officer
SIQMP	source inspection quality management plan
SMCTA	San Mateo County Transportation Authority
SME	subject matter expert
SOC	Security Operations Center
SOMA	South of Market
SOP	standard operating procedure
SOW	statement of work
SSC	safety and security certification
SSI	sensitive security information
SSMC	Safety and Security Management Committee
SSCP	safety and security certification plan
SSMP	safety and security management plan
SSO	state safety oversight
SSPP	system safety (or security) program plan
SSRC	Structural and Seismic Review Committee
SSSI	structure-soil-structure interaction
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
SWPPP	storm water pollution prevention plan (or program)
TAC	Technical Advisory Committee
T&M	time and material
TANSA zone	tow-away, no stopping anytime zone
TASC	Transportation Advisory Staff Committee (SFMTA)

Abbreviation	Full Text
TBD	to be determined, to be developed
TBM	tunnel boring machine
TCDP	Transit Center District Plan
TCO	temporary certificate of occupancy
TCRP	Traffic Congestion Relief Program
TDR	transferable development right
TEA-21	Transportation Equity Act for the 21st Century
TFCA	Transportation Fund for Clean Air
TIF	tax increment financing
TIFIA	Transportation Infrastructure Financing and Innovation Act
TIP	Transportation Improvement Plan or Program
TJPA	Transbay Joint Powers Authority
TOC	train operations center
UA Local 38	Plumbers and Pipefitters Local Union No. 38
UBC	Uniform Building Code
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
UPS	uninterruptible power supply
USACE	U.S. Army Corps of Engineers
US DOT	United States Department of Transportation or DOT
VB	virtual building
VE	value engineering
VM	value management
VHT	vehicle hours traveled
VMT	vehicle miles traveled
VoIP	Voice over Internet Protocol
VSS	video surveillance system
VTA	(Santa Clara) Valley Transportation Authority
WASSP	(SFOBB) West Approach Seismic Safety Project
WBE	women's business enterprise or women-owned business enterprise
WBS	Work Breakdown Structure
WestCAT	Western Contra Costa Transit
YOE	year of expenditure

Master Glossary

Term	Definition
181 Fremont Street	A 70-story mixed-use development next to the transit center. The tower was designed by Heller Manus Architects, and the developer is Jay Paul Co. 181 Fremont will connect to the transit center park via a pedestrian bridge.
301 Mission Interim Screen Wall	A temporary screen wall constructed prior to the removal of the then-existing 301 Mission wall, which allowed demolition of the deep footings of the former Transbay Terminal and construction of the new buttress and shoring wall for the transit center.
555 Howard Street	A 36-story mixed-use residential and hotel development next to the bus ramp.
Actual Cost	The actual cost spent to date.
Alameda-Contra Costa Transit District (AC Transit)	The third-largest public bus system in California, serving 13 cities and adjacent unincorporated areas in Alameda and Contra Costa counties. AC Transit operates bus service between the East Bay and downtown San Francisco and is one of the lead transportation agencies involved in planning and developing the Transbay Program. AC Transit will be the master lease holder of the transit center bus deck.
Allowance	A fund designated for a specific work item of indefinite cost that is part of a contract sum.
Allocated Contingency	Estimated cost amounts explicitly assigned to an element within the Phase 1 scope to provide for cost growth due to uncertainty in the cost estimate for the specific scope element.
ALTA and ACSM Land Title Surveys	A land boundary survey of real property that meets a set of minimum standards with optional survey responsibilities and specifications as required and adopted by the American Land Title Association (ALTA) and National Society of Professional Surveyors. The survey depicts improvements, easements, rights-of-way, and other elements affecting the ownership of land. (ACSM is the American Congress on Surveying and Mapping)
American Recovery and Reinvestment Act (ARRA)	An economic stimulus package, enacted by Congress and signed into law by President Obama on February 17, 2009, intended to provide a stimulus to the U.S. economy in the wake of the economic downturn. The ARRA appropriated \$8 billion nationally for high-speed rail and intercity rail grants.
Amtrak	The National Railroad Passenger Corporation operating rail passenger service throughout the United States. Amtrak currently operates “thruway” bus service from Temporary Terminal and upon completion of the transit center will operate from the bus deck until the Phase 2 Intercity Bus Facility is constructed.
Amount Paid to Date	The amount the TJPA has paid through the current cost reporting period.
Appraisal Map	A map that describes, on a parcel basis, and for surrounding parcels, information required for appraisal and contains the total impact on the parcel including partial or total fee take, encumbrances, temporary construction, or permanent easements that are existing or proposed. Historical title information is also included.

Term	Definition
Approved Contract Changes	Cost and/or time changes approved by the Transbay Joint Powers Authority.
Archaeological Research Design and Treatment Plan (ARDTP)	A plan written prior to the start of construction activity within a designated archaeologically sensitive area that describes the recommended testing and treatment program for archaeological properties identified within the area. Five ARDTPs corresponding to specific Program components were planned, and all five have been completed.
Archaeological Resources Report (ARR)	A report that documents the results of the archaeological testing program described in the corresponding ARDTP.
Arts Master Plan	Plan developed by the San Francisco Arts Commission to document the Transbay Public Art Program. The Arts Master Plan describes the two phases and objectives of the program and summarizes the selection process for the Phase I artists and artworks and outlines a recommended process and criteria for selection of art and artists for Phase II. It contains guidelines on education and outreach, publicity and promotion, and maintenance and conservation.
Asset Manager	Team led by Lincoln Property Company, including Colliers International, Biederman Redevelopment Ventures, and Pearl Media, contracted by the TJPA to operate and manage the transit center, including its commercial space, promotional platform, and common areas.
Association of Bay Area Governments (ABAG)	A voluntary association of counties and cities in the nine-county San Francisco Bay Area. ABAG provides demographic, financial, administrative, training and conference services to local governments and businesses. A member sits on the Metropolitan Transportation Commission.
BART/Muni Pedestrian Connector	A proposed underground pedestrian tunnel to connect the east end of the transit center’s lower concourse with the BART/Muni Embarcadero Station. The block-long pedestrian tunnel will provide passengers with a direct connection between the two stations. The tunnel will measure 25 feet in width and run down the center of the Beale Street right-of-way, entering the Embarcadero Station at the mezzanine level outside the prepaid lobbies of BART and Muni.
Baseline Budget	A reference base budget that includes the time-phased budget, total funding, time-phased funding profile, and management reserve.
Baseline Cost Estimate	The specific cost estimate used to establish the Baseline Budget.
Baseline Program Master Schedule	Schedule approved by the TJPA Board that becomes the baseline against which progress is measured. The schedule defines the established completion dates of major projects (Program milestones), and major interfaces between projects (interface milestones) necessary to complete the Program on time.
Baseline Project Schedule	The critical path method time-phased diagram depicting the project schedule, as included in the Baseline Program Master Schedule approved by the TJPA Board.

Term	Definition
Bay Area Air Quality Management District (BAAQMD)	Entity that regulates industry and employers to keep air pollution in check and sponsors programs to clean the air. Works with the Metropolitan Transportation Commission and the Association of Bay Area Governments on issues that affect transportation, land use, and air quality.
Bay Area Bike Share	The Bay Area’s bike sharing system with 700 bikes and 70 stations in San Francisco, Redwood City, Mountain View, Palo Alto, and San Jose.
Bay Area Toll Authority (BATA)	A separate legal entity of the Metropolitan Transportation Commission created by the State Legislature in 1998 to administer the base \$1 toll from the Bay Area’s seven state-owned toll bridges (as opposed to the second dollar, a surcharge to cover seismic retrofit costs, which is administered by Caltrans).
Beneficial Occupancy	The stage in the progress of work when the work or designated portion is sufficiently complete in accordance with contract documents to occupy and utilize the work for its intended use.
Best Value Procurement	A procurement system that looks at factors other than just price, such as quality and expertise, when selecting vendors or contractors
Beta Factor	FTA pre-determined factors for use in the Beta Range Factor (BRF) model. The FTA has determined individual BRFs for each phase of a transit project based on cost risk analyses of past projects. The sum of the BRFs adjusted for the remaining project phases determines the BRFs range, which is applied by Standard Cost Category (SCC) to a probability distribution to calculate the distribution of cost risk for each SCC.
Bidability Review	A thorough review of the completed contract documents to confirm that the documents provide adequate information to bid and construct the project without excessive change orders or requests for information.
Bidding Contingency	Contingency to cover unforeseen market conditions. As each project progresses through design, the project manager and the design team agree on the amount of a bidding contingency, based on the current market conditions and the characteristics of the project.
Big Board	A 61-foot x 109-foot digital schedule board that will display transit information in the grand hall.
Budget Change	An increase or decrease in the spending authority for project activities or re-allocation of funds between projects due to a scope change.
Budget Transfer	The movement of budgeted funds between the budget accounts defined in the original Baseline Budget that was authorized by the TJPA Board.
Building Official	The officer or other designated authority charged with the administration and enforcement of the Uniform Building Code, as amended by the State of California, and other codes adopted by the jurisdiction.
Bus Link Ramp	Component of the Bus Storage project that will link the Bus Storage facility to the bus ramp.

Term	Definition
bus ramp	A series of at-grade roadway and aerial structures that will connect the Bay Bridge to the transit center and the Bus Storage facility. The bus ramp will be used only by bus transit agencies operating bus service across the bay. Inbound buses will exit the Bay Bridge at Fremont Street, merge onto the bus ramp at a point near Harrison Street, and enter the transit center at the elevated bus deck level. In the outbound direction, the alignment will bifurcate so that one ramp leads to the Bus Storage facility via a bus link ramp, and the other to the eastbound deck of the Bay Bridge. A turnaround in the inbound direction provides direct access to the bus link ramp and Bus Storage facility. The bus ramp project is part of Phase 1 of the Transbay Program.
Bus Storage	A storage facility to be used primarily by AC Transit for weekday layovers between peak hour commutes. Bounded by Second, Third, Perry, and Stillman streets below the Interstate 80 west approach to the Bay Bridge, the facility will include AC Transit offices, storage, and restrooms. A visual and sound barrier wall will screen portions of the facility from adjacent residential properties. The Bus Storage project is part of Phase 1 of the Transbay Program.
Buttress, Shoring and Excavation	Project consisting of (a) construction of the perimeter shoring wall for the transit center building, (b) installation of a buttress next to the 301 Mission tower for ground support during excavation, and (c) the mass excavation and shoring wall bracing of the transit center site.
Cable-stayed ramp	The northern portion of the bus ramp, to be located between the south side of Howard Street and the transit center. The cable-stayed ramp is being designed as a suspended deck supported by cables anchored to a 90-foot tower to minimize footing impacts on the train box below.
Cal/OSHA	The California Division of Occupational Safety and Health program responsible for enforcing California laws and regulations pertaining to workplace safety and health.
California Department of Transportation (Caltrans)	The California Department of Transportation is the state agency that maintains and operates California's highway system.
California Environmental Quality Act (CEQA)	Legislation adopted in 1970 and incorporated into the Public Resources Code sections 21000-21177. The purposes of CEQA are to inform governmental decision makers and the public about the potential significant environmental effects of proposed activities; identify ways that environmental damage can be avoided or significantly reduced; require changes in projects through the use of alternatives or mitigation measures when feasible; and disclose to the public the reasons why a project was approved if significant environmental effects are involved.
California High-Speed Rail Authority (CHSRA)	The state entity responsible for planning, constructing, and operating a high-speed train system serving California's major metropolitan areas.

Term	Definition
California High-Speed Train Project (CHSTP)	Project overseen by the California High-Speed Rail Authority to provide intercity, high-speed train service on over 800 miles of tracks throughout California, connecting the major population centers of Sacramento, the San Francisco Bay Area, the Central Valley, Los Angeles, the Inland Empire, Orange County, and San Diego.
California Public Utilities Commission (CPUC)	The state regulator of privately owned telecommunications, electric, natural gas, water, railroad, rail, transit, and passenger transportation companies.
California Transportation Commission (CTC)	A state-level commission consisting of nine members appointed by the governor that establishes priorities and allocates funds for highway, passenger rail and transit investments throughout California. The CTC adopts the State Transportation Improvement Program and implements state transportation policy.
Caltrain	Owned and operated by the Peninsula Corridor Joint Powers Board, Caltrain provides commuter rail service from San Francisco to San Jose, with limited commute service to Gilroy.
Caltrain Electrification Program	Program to replace Caltrain commuter trains from diesel-hauled to electric-hauled along the Caltrain right-of-way from San Francisco to San Jose.
California Department of Transportation (Caltrans)	State agency that oversees the planning, design, building, operation, and maintenance of California’s state highway system and the statewide coordination of multimodal transportation planning.
Cash-flow Projection	The estimated cash required to fulfill monthly expenditure commitments.
Central Subway Project	Phase 2 of SFMTA’s Third Street Light Rail project that will link Little Hollywood and Visitación Valley with SOMA, Moscone Center, Union Square, and Chinatown. The DTX will interface with the Central Subway at the intersection of Fourth and Townsend streets.
Certificate of Acceptance	Certificate issued by the TJPA certifying that the work has been completed to the satisfaction of the TJPA, all completion list items have been completed, and all close-out requirements have been met in accordance with the contract documents.
Certificate of Final Completion and Occupancy	Certificate issued by an authority having jurisdiction indicating that the building complies with the applicable building codes and is in proper condition to be occupied.
Certification of Project Right-of-way	A certification (of the agency proposing a project) for the purpose of advancing a project to construction, sometimes referred to as PS&E (plans, specifications, and estimates) by the acquiring agency. It states that all right-of-way is clear in fee title (easement rights under control), all residential occupants have been relocated to appropriate housing, the right-of-way was acquired in accordance with applicable laws/ regulations, and relocation assistance and payments rules were followed.
Change Order (CO)	A document signed by an authorized Program representative and an authorized contractor representative to add new work, delete previously agreed-upon work, or change the contract conditions.

Term	Definition
Change Order Request (COR)	A written request made by an owner or contractor to make a modification to the existing construction requirements.
Chief Security Officer (CSO)	TJPA staff member responsible for chairing the Safety and Security Management Committee and for implementing the TJPA’s Safety and Security Program.
Citizens Advisory Committee (CAC)	A body of citizens that meets monthly to advise on matters of public interest to the Program. The TJPA CAC advises the Board of Directors of the Transbay Joint Powers Authority and is a separate body from the Transbay CAC, which advises OCII.
Claim	A written demand or written assertion by the contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract documents.
Close of Escrow	The final step in a real estate transaction when title of the property passes from seller to buyer. The buyer becomes legal owner on the date the deed and deed of trust are recorded with the county recorder's office in the buyer's name, and the seller's loan, if any, is paid off and the seller receives any net proceeds.
Code Inspections	Inspections performed by the building official, or the building official's duly authorized representative, in accordance with the provisions of Section 305 of the Uniform Building Code or other applicable construction codes.
Code of Safe Practices	A set of rules and procedures governing safety that is developed by the construction contractor in accordance with Cal/OSHA requirements and posted on the jobsite.
Commissioning	Process for validating and documenting that the performance of the facility and its systems are installed, tested and capable of being operated and maintained to perform in conformity with the contract documents.
Commitment	A contractual obligation to pay a certain amount for a scope of work. For example, issuing a Notice to Proceed for \$50,000 to a company to deliver a certain scope of work creates a commitment with a value of \$50,000.
Committed Revenues	Revenues that are dedicated by law, ballot measure or prior Metropolitan Transportation Commission programming actions to specific transportation investments. Committed revenues comprise the vast majority of all funds identified in the long-term regional transportation plan.
Community Benefit District (CBD)	A special benefit district that functions to create a stable revenue source to fund the special needs of a given neighborhood or business district beyond the normal services paid for by the City. The San Francisco Community Benefit District Ordinance of 2004 is a local ordinance that allows for the establishment of CBDs.

Term	Definition
Community Facilities District (CFD)	A special district established by local government agencies as a means of obtaining community funding. Counties, cities, special districts, joint powers authorities, and school districts use CFDs to pay for public works and some public services. CFDs are enabled by the Community Facilities Act, known as Mello-Roos, which was enacted by the California State Legislature in 1982.
Component	In the context of the Program organization, a component is a part of a sub-project.
Concept of Operations (ConOps)	Security systems and procedures that govern operational measures and responses in the event of a safety threat, such as a fire, medical emergencies, or crime. The ConOps Plan documents coordination and cooperation among the TJPA, authorities having jurisdiction, transit operators, neighboring property owners, and other stakeholders and describes how the security systems and procedures are expected to operate in their intended environments.
Condemnation	The taking of private property, without the consent of the owner, by a governmental agency for public use through the power of eminent domain.
Congestion Management Agency (CMA)	A county agency responsible for preparing and implementing a county's congestion management program. CMAs came into existence as a result of state legislation and voter approval of Proposition 111 in 1990. Subsequent legislation made them optional; however, most Bay Area counties have retained them. Many CMAs double as a county's sales tax authority.
Congestion Management Program (CMP)	A comprehensive program designed to reduce traffic congestion, enhance the effectiveness of land-use decisions, and improve air quality. The program must comply with state statutes, and with state and federal clean air acts.
Congestion Mitigation and Air Quality (CMAQ) Improvement Program	A federal source of funding for projects and activities that reduce congestion and improve air quality, both in regions not yet attaining federal air quality standards and those engaged in efforts to preserve their attainment status.
Constructability Review	A thorough review of the design and/or the contract documents relative to issues that could affect the actual construction process, including standards, intersystem compatibility, subsurface information, existing facilities and utilities, interface with existing operations and other construction projects, access, egress, availability of proposed building materials, long lead procurement and labor source. The goal of these reviews is to improve the ease of construction, which in turn can reduce cost and/or time.
Construction Cost	All direct costs, contractor and subcontractor markup and profit, general conditions, escalation, and market conditions. It does not include construction contingency, an owner-controlled insurance program, owner-provided inspection, or services performed by Program consultants.

Term	Definition
Construction Documents (CD)	The final phase in building design. This phase results in comprehensively documented requirements for the construction of a building project with sufficient detail to bid and construct the project without major questions or changes. The detailed requirements consist of drawings and specifications that are used for bidding the project.
Construction Management (CM)	The overall management of the processes required to bring the site operations of a construction project to a satisfactory conclusion, typically carried out either by a private consultant or an employee of the owner.
Construction Management Oversight (CMO) Contractor	A consultant to the TJPA that oversees the work of the CM/GC. Turner Construction is the CMO for the transit center, bus ramp, and Relocation of Utilities projects.
Construction Manager/General Contractor (CM/GC)	A delivery method with a modified design and procurement process whereby the client chooses the CM/GC on the basis of qualifications before the design stage is complete. Webcor/Obayashi Joint Venture was selected as the CM/GC to oversee demolition of the former terminal and bus ramps and construction of the transit center, bus ramp, and Relocation of Utilities projects. Preconstruction services provided by the CM/GC include developing work plans, providing constructability reviews, and procuring trade subcontractors. Construction services include overseeing all aspects of construction, including coordinating the scheduling of work and site logistics, managing the trade subcontractors, reviewing requests for information and submittals, and overseeing site safety, environmental mitigation, and quality control.
Construction Schedule	The CM/GC's critical path schedule for completing the work. The construction schedule includes the work of all trade subcontracts managed by the CM/GC.
Construction Schedule Update	The monthly update of the original or current construction schedule prepared by the construction contractor that includes all work completed and all modifications to activities and/or logic due to approved changes.
Constructware	The program management information system used by the Transbay Program.
Consultant	An individual, firm or joint venture that provides professional services, as opposed to products, construction or manufacturing services.
Contingency	An amount set aside to cover uncertainty in the approved scope. As the design and construction processes evolve, items will be identified that are not specifically covered in the current budget. Funds will be deducted from contingency to cover those items. The Program has two types of contingency—design and construction. The distinction between them is one of timing. Design contingency is used during the design process and can be reduced to zero at the end of the design period. Similarly, construction contingency is used during the construction period and reduced to zero at the end of construction.

Term	Definition
Contract Documents	The agreement between the owner and the contractor, instructions to bidders, the plans and specifications prepared by the A/E for constructing a project, general and supplementary conditions, general requirements, contract bonds, addenda, change orders, and supplementary agreements.
Contract Milestone	An event required by the contract on or by a specific date.
Contractor	An individual, firm or joint venture that provides construction or manufacturing services, as opposed to professional services.
Control Account	The lowest level of the Work Breakdown Structure (WBS) and the level at which costs are recorded. The control account string consists of 14 characters, which define the following parameters: funding phase, project, sub-project, facility, cost type summary, cost type detail, contract separator, sequential code, fund source and fund grant.
Corrective Action	A change to a process, instruction, practice, procedure, specification, drawing, tool, equipment, resource or material that prevents, minimizes, or corrects a non-conformance.
Corrective Action Plan (CAP)	A written set of actions to make changes to processes, work instructions, workmanship practices, training, inspection, tests, procedures, specifications, drawings, tools, equipment, resources, or material that results in preventing, minimizing, or eliminating nonconformances.
Corrective Action Request (CAR)	A form used to document and process a quality issue.
Cost Control	The steps and actions taken to mitigate cost increases and minimize cost uncertainty.
Cost Impact	Any issue that may add to or decrease the cost of a project or contract value.
Cost Management System	The hardware, software, coding structures and procedures established as a tool to accomplish the cost management and reporting objectives of the Program.
Cost Reporting	The systematic data gathering, analysis, documentation, distribution, and presentation of cost information.
Cost Reporting Period	A period that is one month in duration, consistent with the TJPA-approved invoicing date.
Cost Review Committee	Committee established in 2016 to provide financial oversight of the TJPA's budget and certain expenditures, in connection with the City's short-term financing. The committee is composed of the City and County of San Francisco Controller, Executive Director of the Metropolitan Transportation Commission, and Executive Director of the Transbay Joint Powers Authority.
Cost Trends	The earliest recognition of a condition that may result in a change to the cost of one or more contracts. Cost trends may include anticipated changes, added scope, claims, overruns/underruns and incentives/disincentives. Cost trends are order-of-magnitude estimates only, and are subject to change.

Term	Definition
Critical Activities	Activities that have no float and that define the critical path for completion of a project or contract.
Critical Path	A sequence of activities in a network analysis such that the total project duration equals the sum of the durations of the individual activities in the sequence. The critical path is the longest path through the network to the completion of the Program. There is no leeway or float in activities along the critical path (i.e., if the time to complete one or more activities in the critical path increases, the total project time increases).
Critical Path Method (CPM)	A scheduling technique that analyzes and shows all activity durations and interdependencies necessary to complete a project. It uses a single time estimate for each network activity.
CSI MasterFormat	A standardized format used for organizing and formatting construction specifications, preparing cost estimates, and locating specific types of information in construction estimates or specifications. The Construction Specifications Institute (CSI) has prepared this outline with approximately 16 divisions of major activities and appropriate trade subdivisions.
Current Budget	The original Baseline Budget adjusted by budget transfers and budget changes.
Current Contract Amount	The current value of a contract (or purchase order) as approved and encumbered. It is the original contract amount and any approved changes.
Current Contract Amount	The sum of the original contract amount plus or minus all approved contract modifications through the current cost period.
Current Program Master Schedule	Current schedule incorporating completed activities, approved changes to the schedule logic, activity durations or constraints that modify the approach to completing the Program within the Program milestones.
Current Project Schedule	Current schedule incorporating completed activities, owner-approved changes and updates to the schedule logic, activity durations, or constraints that modify the established approach to completing the project.
Cutover	The process of transferring utility service from existing infrastructure to new infrastructure.
Design assist	A procurement method by which, prior to completion of design, a construction contract may be awarded on a best value basis pursuant to which a contractor provides design assistance to the architect or engineer of record through a design professional separately retained by the contractor.
Design-Bid-Build (DBB)	A procurement method in common use by public and private owners that requires a complete design before a project is bid for construction. The project's designer is retained for design and construction services on a qualifications basis.
Design-Build (DB)	A procurement method whereby a project's owner develops project design criteria and then retains a single entity to design and construct the project based on these criteria. The design-builder is selected on the basis of both qualifications and price.

Term	Definition
Design Contingency	An amount set aside at the start of the design process to cover the cost of work necessary to complete the original intent and scope of the project. At the start of each phase, this amount is adjusted to reflect the level of design work remaining. The design contingency is based on Federal Transit Administration guidelines and is normally zero at the end of the design phase.
Design Development (DD)	The second phase in building design. During this phase, the approved schematic design is refined, systems are developed, products and materials are selected, and all building character and typical details are developed. Clear and coordinated drawings and draft specifications for the major aspects of the design including architectural, structural, mechanical, plumbing, electrical, and fire protection systems are prepared to provide a basis for the preparation of construction documents.
Design Schedule	The design consultant’s critical path schedule for completion of design.
Developed Locally Preferred Alternative (DLPA)	The Program’s developed planning and preliminary design concept of the original locally preferred alternative submitted in January 2006.
Dispute	A disagreement between a contractor and the Program's representative regarding entitlement to either additional work and/or contract time.
Downtown Rail Extension (DTX) Project	Project to extend Caltrain commuter rail from its current terminus at Fourth and King streets and deliver the California High-Speed Rail Authority’s future high-speed service to the new transit center. The 1.95-mile extension will be constructed principally below grade using cut-and-cover and mined tunneling methods underneath Townsend and Second streets. The design includes an underground station at Fourth and Townsend streets and six emergency exit/ventilation structures along the alignment.
Easement	A right-of-way that permits an entity other than the owner to use a property for a specific purpose.
Eminent Domain	The right of a government to take private property for public use in exchange for payment of the property’s fair market value.
Environmental Assessment (EA)	An analytical document authorized by the National Environmental Policy Act (NEPA) of 1969 and prepared with public participation to determine whether an Environmental Impact Statement (EIS) is needed for a project or action. If an EA determines an EIS is not needed, the EA becomes the document allowing agency compliance with NEPA requirements.
Environmental Impact Report (EIR)	A detailed report written prepared pursuant to the California Environmental Quality Act that describes and analyzes the significant environmental effects of a proposed project. An EIR identifies alternatives and discusses ways to reduce or avoid the possible environmental damage. An EIR is prepared when the designated lead agency finds substantial evidence that the project may have a significant effect on the environment.

Term	Definition
Environmental Impact Statement (EIS)	A document required by the National Environmental Policy Act for certain actions "significantly affecting the quality of the human environment." An EIS is a tool for decision-making.
Environmental Site Assessment (ESA)	An analysis and report that addresses present or potential environmental contamination on a parcel of real property.
Environmental, Safety and Health (ES&H) Plan	Documents prepared by contractors performing on-site work to ensure compliance with all applicable federal, state, and local environment, safety and health laws. Each ES&H plan identifies hazards and provides procedures to protect employees, the public, property, and the environment from harm that could arise from activities being performed.
Escalation	The anticipated change in estimate costs related to time. Escalation represents the differences between the estimated present-value cost (base year dollars) and the projected costs at the time of expenditure (i.e., midpoint of construction).
Estimate (conceptual)	A statement of probable cost to complete the required work that is based on current market conditions developed from conceptual design parameters using unit prices from an accepted database.
Estimate (detailed)	A statement of probable cost prepared from an analysis of labor, materials, equipment, and other costs to complete the required work, based on current market conditions.
Estimate at Completion (EAC)	A value expressed in dollars to represent the projected final costs of the work when completed. The EAC is calculated by adding the <i>estimate to complete</i> the work to the actual cost of work performed.
Estimate to Complete (ETC)	The value expressed in dollars that represents the cost of the remaining work required to complete a task.
Estimated Total Cost	The anticipated total cost of a contract, which is the sum of its current contract amount and the estimated future commitment amount.
Existing Terminal and Ramps Demolition Project	Project to demolish the former Transbay Terminal, appurtenant bus ramp, and several adjacent buildings to prepare the site for construction of the transit center.
Expended to Date	Amount that represents the total value of earned work as of a specific cut-off date. It is a cumulative cost figure.
External Response Agencies	Local, state, and federal agencies responsible for administering emergency response plans and procedures within their respective jurisdictions. External response agencies may activate their plans following an incident at or near the transit center, based on specific activation triggers and/or situational awareness.
Facility (Level 4 WBS)	As shown in the Program's Work Breakdown Structure, facilities are discrete elements of work that together make up the sub-projects of the Program.
FAMIS	The financial accounting system used by the City and County of San Francisco, including the Municipal Transportation Agency, and the source of some early payment information for the TJPA between 2002 and 2007 due to TJPA's status as an FTA grant subrecipient to Muni during that time.

Term	Definition
Federal Railroad Administration (FRA)	Federal agency created by the Department of Transportation Act of 1966 and designed to promulgate and enforce rail safety regulations; administer railroad assistance programs; conduct research and development in support of improved railroad safety and national rail transportation policy; provide for the rehabilitation of Northeast Corridor rail passenger service; and consolidate government support of rail transportation activities.
Federal Transit Administration (FTA)	The Federal Transit Administration is the U.S. Department of Transportation agency that provides financial and planning assistance to help plan, build, and operate rail, bus, and paratransit systems. The agency also assists in the development of local and regional traffic reduction programs.
Field Order (FO)	A change order issued by the construction manager within authority limits delegated by the Program to document no-cost changes or to authorize minor urgent work. FOs cannot be used to change contract durations.
Final Acceptance	Action by the TJPA when work is satisfactorily completed in accordance with contract documents, including the following: systems have been tested and accepted, all required instructions and training sessions have been completed, all as-built drawings and O&M manuals have been submitted and accepted, all punch list work has been completed, and all work, except contractor-provided maintenance after Final Acceptance, has been completed.
Final Design (FD)	The phase of engineering that finalizes design and prepares detailed engineering plans, specifications, and estimates. It follows preliminary engineering, after environmental documentation and project funding are approved.
Final Environmental Impact Statement/ Environmental Impact Report (FEIS/EIR)	Refers to the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project Final Environmental Impact Statement/ Environmental Impact Report (SCH#95063004), certified in April 2004 and reaffirmed by the San Francisco Board of Supervisors on June 15, 2004, prepared pursuant to Section 15164 of the California Environmental Quality Act guidelines.
Finding of No Significant Impact (FONSI)	A public document issued by a federal agency under NEPA that briefly presents the reasons why an action, not otherwise excluded, will not have a significant effect on the human environment and for which an EIS therefore will not be prepared. This finding allows for a level of environmental analysis less rigorous than an EIS (i.e., an Environmental Assessment).
Fiscal Year (FY)	An annual schedule for keeping financial records and for budgeting transportation funds. California's fiscal year runs from July 1 through June 30, while the federal fiscal year (FFY) runs from October 1 through September 30. The Program's fiscal year is July 1 through June 30.
Fixed Budget Limit (FBL)	The design contract-specified budget limit for the cost of all construction work required to construct the Phase 1 elements of the transit center building.

Term	Definition
Float	The amount of time that the scheduled start or finish of an activity can be delayed without affecting the project finish date.
Force Account (FA)	Work directed to be performed without prior agreement on cost, which is billed at cost plus a specified percentage for overhead and profit.
Forecast at Completion	The current contract amount, plus pending contract changes, trends, and all other expected costs that have not yet been approved.
Fourth and King Street Station	The existing Caltrain San Francisco terminus.
Fourth and Townsend Street Station	New underground station to be built during Phase 2 that will serve Caltrain commuters. The street level station entrances and exits along the north and south sides of Townsend Street will lead to two levels below grade: a concourse and a train platform. The concourse level will accommodate passenger amenities such as ticketing machines, a staffed station agent booth, maps and schedule information, restrooms, and a bicycle shop and storage. This level will also house mechanical and electrical rooms and Caltrain staff areas. The train platform level will feature two outside tracks, each with a side platform, and one central passing track.
Fremont Street Ramp Modifications	Proposed widening of the Fremont Street exit ramp from westbound I-80 to allow an adequate transition for buses accessing the new bus ramp.
Fund Type	The identification of the source of funds.
Funding Plan	A comprehensive plan to describe the anticipated source and dedication of funds for successful project and/or Program completion that shows actual and scheduled commitments and establishes funding required by fiscal year.
Golden Gate Transit (GGT)	One of three operating divisions of the Golden Gate Bridge, Highway and Transportation District, operating bus service between San Francisco and Marin, Sonoma, and West Contra Costa counties. GGT will operate from the transit center Bus Plaza.
Gondola	A gondola lift to be owned and operated by the Salesforce Tower that will provide direct access to the rooftop park from Mission Square.
Grant Agreement	A documented agreement entered into between the TJPA and the associated funding partner or source.
Greyhound	Intercity bus transportation serving North America. Greyhound currently operates from the Temporary Terminal and upon completion of the transit center will operate from the bus deck until the Phase 2 Intercity Bus Facility is constructed.
Guarantee	A promise not imposing any primary liability on the guarantor but binding him or her to be answerable to the default of another. A guarantee binds a third party to the terms of another's contract (e.g., performance bond), implies present or past liability, usually has a stated time limit, and applies to indebtedness or performance of one's duties.
Guaranteed Maximum Price (GMP)	A contract fee arrangement between a client and an architect or a contractor whereby the total remuneration payable for services rendered is restricted to a pre-agreed maximum.

Term	Definition
Hammock Activity	A scheduling activity added to a schedule to span a group of activities for summarizing purposes. The hammock does not change the schedule dates for the activities it spans. It includes the dates of its predecessor and successor activities only.
Hard Costs (Direct Costs)	The cost of work for the physical construction of the improvements (i.e., construction costs). These are costs incurred by the contractor in providing all labor, materials, equipment, general conditions, overhead, and profit for the construction of a project.
Health and Safety Plan (HASP)	Plan prepared by contractors and consultants performing on-site work that establishes specific requirements for protection of the health and safety of every person that enters a construction work site. The plan includes the guidelines for maintaining the health and safety of personnel during the conduct of work and considers potential exposure to site-specific contaminants or hazards.
Historic American Building Survey/ Historic American Engineering Record (HABS/HAER)	Collections of multi-format surveys including drawings, photographs, and written histories that document achievements in architecture, engineering, and design in the United States and its territories through a comprehensive range of building types and engineering technologies.
Hold Points	Specific milestones during Phase 1, established as part of the risk management process, at which the status of Phase 1 with respect to scope, cost and schedule and readiness to proceed into its next phase is formally assessed.
Holiday Moratorium	The City's ban on construction work in the public right of way in a designated downtown area and on business blocks designated by the SFMTA from the day after Thanksgiving to January 1, inclusive, during the hours of 7 a.m. to 10 p.m.
Howard Square	A new ½-acre public open space on the northeast corner of Howard and Second streets. The square will become the southern gateway to the transit center after completion of the DTX.
Illness and Injury Prevention Plan (IIPP)	A plan that addresses employee or worker safety on the jobsite.
Incurred to Date	The total value of earned work as of a specific cut-off date.
Infrastructure	The substructure of facilities that provide a building with the capacity to function. The infrastructure is typically a series of systems that may include electrical switchgear and distribution lines, plumbing supply and waste lines, heating and cooling equipment and ducts, and building structural and support systems.
Initial Construction Schedule	The detailed construction schedule prepared by the construction contractor to cover the first 90 days after notice to proceed.
Initial Design Schedule	The detailed design schedule prepared by the A/E or design consultant to cover the first 90 days after notice to proceed.
Integrated Regional Water Management Plan (IRWMP)	Collaborative effort to manage all aspects of water resources in support of the transit center's treated non-potable water system.

Term	Definition
Intercity Bus Facility	A two-level bus station across the street from the east end of the transit center and between Beale and Main streets dedicated to intercity bus services such as Greyhound and Amtrak. The main public entrances will be located along Beale and Natoma streets, and the building will include a bus canopy on its north side where a bus parking and passenger-loading zone are planned. The facility will house a passenger waiting area, ticketing counters, retail space, transit agency operations space, and mechanical space. An escalator and elevator located in the lobby will lead to the lower concourse of the transit center, giving passengers direct access to rail ticketing and waiting areas. An exterior escalator on Beale Street will also descend to the transit center's lower concourse.
Interface Milestones	Intermediate start or completion events that either affect, or are affected by, work accomplished by other projects outside the responsibility of the assigned project manager or construction manager. Interface milestones are also referred to as <i>project milestones</i> .
Intermediate Milestone	An event on a critical path of a contract that is neither an interface milestone nor a contract milestone.
Intermodal	Involving different modes of transportation, such as bus, train, or ship.
Invitation for Bid	An invitation to contractors or equipment suppliers to submit a bid to construct a specific project or furnish a product or service.
Invoiced to Date	The amount billed through a relevant billing period.
Latent Contingency (Cost)	Allowance for cost implicitly embedded within the quantities, rates, and/or lump sum values used to calculate the estimate of a line within the cost estimate to provide for uncertainty in the estimate of the quantities, rates, and/or lump sum values.
Latent Contingency (Schedule)	Allowance for time implicitly embedded within the factors used to calculate the duration of an activity within the schedule to provide for uncertainty in the estimate of the duration of the activity.
Lead Agency	The public agency that has the principal responsibility for carrying out or approving a project that is subject to the California Environmental Quality Act. In general, a local government agency with jurisdiction over general land uses is the preferred public agency serving as lead agency. The lead agency is responsible for determining and preparing the appropriate environmental document. Under the National Environmental Policy Act of 1969, the lead agency is a federal agency with a similar role.
Leadership in Energy and Environmental Design (LEED)	A system developed by the U.S. Green Building Council that provides a list of standards for environmentally sustainable construction.
Legal Description	A written technical property description (metes and bounds) used as a conveyance of real property. Descriptions may be prepared and used to describe easements that may affect real property. California State law requires the descriptions to be prepared, signed, and sealed by a licensed professional land surveyor.

Term	Definition
Liquidated Damages (LD)	A sum, usually a fixed amount per day, to be paid as damages to an owner by a contractor due to the failure of the contractor to complete the specified work within the period stipulated in the contract.
Locally Preferred Alternative (LPA)	The approved project conceptual scope developed through stakeholder input, environmental review, and public hearings that warrants continued development, refinement, evaluation, and eventual implementation. The LPA is the recommended scope of work documented by the FEIS/EIR.
LOGOS	The financial accounting system currently used by the TJPA.
Loop	Refers to the loop alignment identified during value management for the DTX; this option is not environmentally cleared or part of the current refined LPA.
Lump Sum (LS)	A lump-sum (or fixed-price) contract is one in which the agreed contract price is one lump-sum amount and in which the charges for incorporated materials are not separate from the charges for skill and labor. With a lump sum contract, the contractor agrees to perform the work for one fixed price, regardless of the ultimate cost.
Moving Ahead for Progress in the 21 st Century (MAP-21)	Federal act that was approved on July 6, 2012, funding surface transportation programs at over \$105 billion for fiscal years 2013 and 2014. MAP-21 is the first long-term highway authorization enacted since 2005, following SAFETEA-LU.
Master Lease	An agreement between the TJPA and the Master Lessee for the long-term leasehold of the transit center for operations and maintenance, programming and revenue creation/collection for the master leased areas.
Master Lessee	The entity responsible for centralized leasing, facilities operations, and management of special events at the transit center.
Mat slab	A concrete slab designed with reinforcement to resist the uplift forces created by hydrostatic pressure.
Mechanical, Electrical, and Plumbing (MEP)	MEP systems are a building's HVAC (heating, ventilation, and air conditioning), electricity, and plumbing systems. MEP may include gas, computer infrastructure, phone/communications systems, and life safety systems such as fire alarms or fire-suppression systems.
Mello-Roos Community Facilities District	Refer to Community Facilities District.
Memorandum of Agreement (MOA)	Document written between parties to cooperate on an agreed upon project or to meet an agreed objective.
Memorandum of Understanding (MOU)	The first stage in the formation of a formal contract.
Metropolitan Planning Organization (MPO)	A federally required planning body responsible for transportation planning and project selection in its region; the governor designates an MPO in every urbanized area with a population of over 50,000. The Metropolitan Transportation Commission is the Bay Area's MPO.

Term	Definition
Metropolitan Transportation Commission (MTC)	The transportation planning, financing, and coordinating agency for the nine counties of the San Francisco Bay Area.
Milestone	A point in time within the schedule that notes the start (or finish) of a significant element of the work.
Mission Street Bus Island	A new island in Mission Street between First and Fremont streets that will be used by SFMTA’s 14 Mission inbound bus to allow passengers to off-board near the transit center. The curb to the south of the island will likewise be designated for off-boarding passengers and will be used by SFMTA buses to off-load prior to continuing on to the transit center bus plaza.
Mission Square	A new public space between the transit center and the Salesforce Tower at Mission and Fremont streets. The landscaped square will feature a grove of Redwood trees and a gondola leading to the rooftop park of the transit center. It will also be the home of Tim Hawkinson’s guardian figure, one of the site-specific artworks commissioned as part of the transit center project.
Mitigation Monitoring and Reporting Program (MMRP)	Program adopted by the TJPA that governs the implementation of the mitigation measures specified in the FEIS/EIR and required by the FTA.
Monte Carlo	Computational analyses that rely on repeated random sampling to compute results; used in risk assessment processes.
Mud slab	A layer of concrete, typically 2 inches to 6 inches thick, poured below the structural slab but above a layer of wet or muddy soil.
Naming and Signage Rights Agreement	A naming and signage rights agreement between the TJPA and salesforce.com giving salesforce among other benefits the right to name the new transit center the “Salesforce Transit Center,” in exchange for more than \$110 million in aggregate escalated fee over a 25-year term. In addition to naming the transit center, salesforce.com will have the right to name the rooftop park (“Salesforce Park”) and the rooftop amphitheater (“Salesforce Amphitheater”). Salesforce also has the option to name the children’s playground and the grand hall.
National Environmental Policy Act of 1969 (NEPA)	Act that established national policies and goals for the protection of the environment. NEPA directs all federal agencies to give appropriate consideration to the environmental effects of their decision-making and to prepare detailed environmental impact statements on recommendations or reports on proposals for legislation and other major federal actions significantly affecting the quality of the environment.
Natoma Pedestrian Way	A pedestrian mall that will extend from 122 feet east of Second Street to a point approximately 265 feet west of First Street. Pedestrians will access the Natoma Pedestrian Way from First Street, Second Street, a pedestrian walkway from Howard Street, and the three pedestrian walkways cutting through the retail area of the transit center from Minna Street.

Term	Definition
Natoma Pedestrian Way Extension	An extension of the Natoma Pedestrian Way westward from the project limits to Second Street. SFPW is responsible for the design and construction of the extension, which will be completed under the City’s Second Street Improvements Project.
Negative Declaration	A brief report written by the lead agency describing the reasons that a proposed project that is not exempt from CEQA will not have a significant effect on the environment and therefore does not require the preparation of an EIR. A negative declaration is prepared when the lead agency finds that there is no substantial evidence that a project may have a significant environmental effect.
New Montgomery–Mission–Second Street Conservation District	Area—generally bound by Market Street to the north, Third Street to the west, the south side of Howard Street to the south, and the east side of Second Street to the east, incorporating one building west of Third Street at Mission Street—designated by the City and County of San Francisco for its architecturally significant buildings and contribution to the downtown environment.
New Starts	The Federal Transit Administration’s primary grant program for funding major transit capital investments for new fixed guideway systems or extensions to existing fixed guideway systems.
Non-compliance	Equipment, component, part, material, process, or documentation that deviates in form, fit, format, or function from specified requirements.
Notice of Appraisal	A written notice sent to the owner of a property that is planned to be purchased, stating that the property is required for the project and that an appraisal is required.
Notice of Determination (NOD)	A document prepared under CEQA (Public Resources Code Section 21152 and Guidelines Section 15094) and issued by the agency that approves a project for which an EIR was certified.
Notice of Intent	A formal notice that describes a specific action to be undertaken on a project.
Notice to Vacate	A written notification of legal action sent to a party occupying a property that has been sold or otherwise removed from use for the purpose of removing that party from the property.
Order of Immediate Possession (OIP)	A court order stating the ownership or possession of a property for the purpose of asserting the owner’s claim and allowing action to seize or reclaim said property from another party.
Order to Acquire	A resolution or order passed by the San Francisco Board of Supervisors to acquire or condemn real estate through the use of eminent domain.
Original Baseline Budget	The first Program budget approved by the TJPA Board. The original Baseline Budget is based on an approved cost plan developed from a Program budget estimate.
Original Construction Schedule	The construction contractor’s plan for completion of the work in conformance with contract requirements. The original construction schedule should be in CPM format, time-scaled, and cost- and resource-loaded, and show dependencies (or relationships) among activities as required to complete the work.

Term	Definition
Original Contract Amount	The dollar value of a contract plus all allowances before any changes are approved.
Original Design Schedule	The A/E and design consultant’s plan for completion of the work in conformance with contract requirements. The original design schedule shall be in CPM format, time-scaled, and show dependencies (or relationships) among activities as required by the contract.
Oversight Procedure (OP)	FTA procedure to guide the project management oversight contractors in their review of the grantee’s management of the Program.
Owner-controlled Insurance Program (OCIP)	An arrangement whereby the owner of a construction project buys basic insurance coverage (general liability, workers’ compensation, and course of construction) for all project participants.
Paratransit	Door-to-door bus, van, and taxi services used to transport elderly and disabled riders, sometimes referred to as dial-a-ride service.
Parcel F	A 60-story mixed use (office/residential) development at 546 Howard Street next to the transit center (Transbay Redevelopment Parcel F). The future tower will connect to the transit center roof via a pedestrian bridge.
Park Tower	A 43-story office development at Howard and Beale streets (Transbay Redevelopment Block 5).
Passenger Facility Charge (PFC)	A fee typically added to the cost of a fare that is imposed by a facility owner on those using the facility.
Patent Contingency	The total of the explicitly provided allocated and unallocated contingencies.
Payment Bond	A surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the project will be paid.
Peer Review	The review of design documents by independent experts to provide assurance that designs are well thought out and ensure the minimum risk to the Program and the public. Peer reviews occur at various intervals during a project’s design phase.
Pelli Clarke Pelli Architects, Inc. (PCPA)	The principal designer for the transit center. PCPA oversees a team of subconsultant design firms including the executive architect, Adamson Architects International.
Peninsula Corridor Joint Powers Board (PCJPB)	Agency responsible for operating and maintaining the Caltrain commuter rail service between Gilroy and San Francisco through San Jose. The PCJPB is made up of representatives from the counties of San Francisco, San Mateo, and Santa Clara.
Percent Complete	The incurred-to-date costs divided by the EAC.
Performance Bond	A guarantee extended by a third party (usually an insurance company) to complete construction in accordance with the terms of the contract at no additional cost to the owner in the event the contractor fails to perform according to the terms of the contract.
Plan to Implement Mitigation Measures (PIMM)	Document that provides a framework for monitoring and reporting the assignment and implementation of mitigation measures specified in the FEIS/EIR.

Term	Definition
Plat Maps	Graphic representation of the legal description of a property. A plat map must be sealed or stamped by a licensed land surveyor who is registered in the State of California.
PMPC Consultant	The team, composed of URS with EPC and Mott MacDonald as principal subconsultants, that oversees program management and program controls for the Transbay Program.
Preconstruction Schedule	The construction schedule, prepared during design phase by the A/E or design consultants that provides the basis for construction durations and intermediate milestones specified in construction bid packages. It also serves as the basis for revising construction activities shown in the project schedule. It is replaced by the construction schedule upon acceptance.
Preliminary Engineering (PE)	The early phase of technical studies undertaken to determine all relevant aspects of transportation location, identify feasible route alternatives or design options, and assess various cost and benefit parameters before advancing the project.
Prism	Cost control system used by the PMPC Program Controls group for maintaining, monitoring, and analyzing budgets, actual costs, and commitments, and for reporting and forecasting.
Program	A major endeavor authorized and funded to achieve an organization's mission or some specific aspect of that mission and defined in terms of the principal actions and activities required. It may cross organizational lines, and it contains a coherent assembly of plans, project activities, and supporting resources within an administrative framework.
Program Contract Package Schedule	A schedule prepared by the Program Controls Manager showing various steps and dates for pre-qualifying the A/Es and construction contractors and for bidding and awarding contracts.
Program Management Oversight Contractor (PMOC)	An oversight role provided by the FTA, a funding agency, or other Program stakeholder to monitor project development and progress and verify the efficient and effective implementation of project management and construction practices.
Program Management/Program Controls (PMPC) Consultant	Consultant to the TJPA providing assistance with day-to-day management of the Program. URS, with main subconsultants EPC and Hatch Mott MacDonald, was selected as the PMPC consultant.
Program Master Schedule	The schedule for the Program, including portions of the Redevelopment Area that may affect Program infrastructure. It incorporates major design, bidding, and construction schedules; reflects significant Program elements; and includes known or anticipated logic ties, constraints, and restraints among Program elements (including projects and contracts).
Program Milestones	Key events tracked in the Baseline Program Master Schedule that include phased openings of the new facilities as established by the TJPA Board. Changes to Program milestones require TJPA Board approval.
Program QA	Term to describe the PMPC staff members who are responsible for planning, implementing, evaluating, and maintaining an effective quality management system for the Transbay Program.

Term	Definition
Program Reserve	An unallocated budget reserved for use at the sole discretion and direction of the owner. Program Reserve is used for project cost increases after all other designated sources have been exhausted.
Program Team	Collective term for the TJPA and its consultants working on the Transbay Program.
Project	A temporary endeavor undertaken to create a unique product or service.
Project Contingency	Amounts within a project’s cost estimate and schedule to provide for uncertainties in the cost estimate/schedule.
Project Labor Agreement (PLA)	A PLA is a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project. The PLA for the Transbay Program was approved on November 10, 2011. The PLA is designed to ensure labor harmony and equal opportunity for small, local, disadvantaged, union, and non-union businesses throughout construction, providing standardized working conditions and wages.
Project Schedule	Schedule encompassing an entire project, including factors outside the project that may affect its progress. It incorporates design schedules, bidding durations, and construction schedules; reflects significant project elements; and includes known or anticipated logic ties, constraints, and restraints with Program elements.
Project Study Report-Project Report (PSR-PR)	A Caltrans planning document required for state approval of a project on or encroaching on state right-of-way. A PSR-PR identifies a transportation problem, any major issues that should be investigated, and the effort and resources that are needed to complete the studies and project approval process.
Proposition 1A—The Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century	Bond measure passed by California voters in 2008 and now Chapter 20 of the California Streets and Highways Code allocating \$9.95 billion to the California High-Speed Rail Authority for construction of high-speed rail line from San Francisco to the Los Angeles area and improvements to local railroad systems connecting to the high-speed system.
Proposition H—Downtown Caltrain Station City of San Francisco	Ballot measure passed by San Francisco voters in 1999 making it City law to extend the Caltrain tracks to a new or rebuilt regional transit station on the site of the Transbay Terminal at First and Mission Streets.
Proposition K (Prop K)	A half-cent local transportation sales tax program passed by San Francisco voters in November 2003. The San Francisco County Transportation Authority administers and oversees the delivery of Proposition K funds.
Protected Information	Information classified as Confidential Information, Sensitive Security Information (SSI) or Protected Critical Infrastructure Information (PCII). The classification of protected information is made by the TJPA and/or the United States Department of Transportation and the United States Department of Homeland Security.
Public-Private Partnership (P3)	A long-term contract between a private sector entity and a public sector entity (the owner), undertaken for the purposes of providing a public asset or service, in which the private party bears significant risk and management responsibility, and remuneration is linked to performance.

Term	Definition
Punch list	A comprehensive list of omissions and defects in a construction contractor’s work that must be corrected in order to achieve final acceptance.
Quality Assurance (QA)	All planned and systematic actions necessary to provide confidence that a product or service will satisfy the given requirements for quality. QA includes making sure that the project quality control requirements are being met.
Questions on Bidding Document (QBD)	Written questions from bidders on the bidding documents. The QBD process involves PCPA, the CMO, CM/GC, and the TJPA and is managed by the CMO. Written responses are incorporated into the contract documents by addendum at the end of the bidding period.
Quality Control (QC)	The operational techniques and activities that are used to verify that a product or service meets requirements for quality. QC is normally carried out by the operating forces whose job is to do the work and meet the product or service goals.
Quality Management System (QMS)	The documented organizational structure, responsibilities, procedures, processes, and resources for implementing the quality policy, quality assurance, and quality control.
Quitclaim deed	A deed releasing all of a party’s interest in a property or land to the recipient of the quitclaim deed.
Railyard Alternatives and I-280 Boulevard Feasibility Study	San Francisco Planning Department study focusing on the Mission Bay area that seeks the best ways to integrate proposed transportation developments in the City—including DTX—in addition to alternative housing and office space to support projected growth.
Real Estate Acquisition and Management Plan (REAMP)	Comprehensive plan to acquire the right-of-way for the project, required by the Federal Transit Administration.
Record of Decision (ROD)	A document prepared in accordance with the requirements of NEPA (40 CFR 1505.2) that provides a concise public record of the lead agency's decision on a proposed action for which an EIS was prepared. A ROD states that the appropriate regulations have been met, describes the alternatives considered in making the decision, and discusses whether all practicable means to avoid or minimize environmental harm have been adopted.
Recovery Schedule	A schedule prepared by the A/E, design consultant, construction contractor, or project manager to plan an alternative approach to recover time lost due to a delay.
Refined Locally Preferred Alternative (RLPA)	A refined planning and preliminary design concept of the developed locally preferred alternative.
Regional Transit Expansion Program (RTEP)	Program adopted by the Metropolitan Transportation Commission in 2001 as Resolution 3434 that identifies specific bus, rail, and ferry projects as priorities for transit expansion.

Term	Definition
Regional Transportation Improvement Program (RTIP)	A listing of transportation projects that the Bay Area region hopes to fund that is compiled by the Metropolitan Transportation Commission every two years from priority lists submitted by local jurisdictions. The California Transportation Commission (CTC) must either approve or reject the RTIP in its entirety. Once the CTC approves an RTIP, it is combined with those from other regions and composes 75 percent of the funds in the State Transportation Improvement Program.
Regional Transportation Plan (RTP)	A master plan prepared by the Metropolitan Transportation Commission to guide the region's transportation investments for a 25-year period. Updated every three years, the RTP is based on projections of growth in population, jobs, and the ensuing travel demand. The RTP is required by state and federal law and includes programs to better maintain, operate, and expand transportation. The Bay Area's 2013 update of its long-range transportation plan is known as Plan Bay Area.
Relocation Assistance Program	The Transbay Joint Power Authority's program, prepared in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, to assist individuals and businesses displaced by the Program to find comparable replacement properties and successfully relocate.
Relocation Benefits	Assistance provided to occupants who are displaced as a result of property acquisition for the Program.
Request for Information (RFI)	Written communication between the CM/GC, PCPA, and the CMO used to record, track, and monitor questions related to the project or contract documents.
Request for Proposal (RFP)	A type of solicitation used by the TJPA to procure professional and architectural/engineering services for the Program.
Request for Qualification (RFQ)	The pre-qualification stage of the procurement process where proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent RFP solicitation process.
Request for Substitution (RFS)	Written communication used to record, track and monitor contractor requests to substitute one product or material for another specified product or material.
Resolution for Order to Purchase	A formal resolution by the San Francisco Board of Supervisors following eminent domain proceedings declaring or approving the purchase of and payment for the subject real estate.
Resolution of Necessity	A formal resolution by the San Francisco Board of Supervisors declaring it is in the public interest and necessity to acquire a specific piece of real estate through the use of eminent domain. A Resolution of Necessity begins the condemnation process.
Right-of-Way or Rights-of-Way (ROW)	All real property and property rights that are needed for the project. ROW comprises parcels specifically identified through engineering studies that must to be acquired for a project. Rights-of-way for railway, roadway, or other corridors usually are easements but can be in fee title, either public or private.

Term	Definition
Risk	Uncertainty resulting from the potential inability to achieve a project’s objectives, even with the application of good practices, due to the consequences of unpredictable events.
Risk and Vulnerability Assessment (RVA)	An evaluation of the vulnerability of a critical asset against a broad range of identified threats/hazards. The assessment provides a basis for determining mitigation measures for the protection of critical assets.
Risk Mitigation	Strategy for avoidance, transfer, reduction, or acceptance of project risks. Risk mitigation plans describe the actions established and implemented either at the Program level or for a specific contract to implement risk mitigation.
Risk Rating	A score that ranks the seriousness of a risk in terms of its likelihood and consequence of its outcome.
Risk Register	Record of project-identified risks, which lists each risk and potential impact, mitigation measures, responsibilities, and latest status. Risks are coded to sort and filter by contract and in accordance with FTA SCC, Program Work Breakdown Structure (WBS), and other relevant categories, as necessary.
Rolling Schedule	The rolling schedule is a weekly extract of the construction schedule showing planned and actual work performed for the previous week, the current week’s planned work, and the following week’s planned activities.
ROW Certification	Refer to <i>Certification of Project ROW</i> .
ROW Plans	Design plans describing the project ROW needs.
Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU)	Federal act that was approved on August 10, 2005, to guarantee \$244.1 billion funding for highways, highway safety, and public transportation. SAFETEA-LU represents the largest surface transportation investment to date and follows the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21).
Support Anti-Terrorism By Fostering Effective Technologies (SAFETY) Act	Part of the Homeland Security Act of 2002 that provides legal liability protections for providers of qualified anti-terrorism technologies—whether products or services. The goal of the SAFETY Act is to encourage the development and deployment of effective anti-terrorism products and services by providing liability protections.
Safety and Security Certification Plan (SSCP)	Identifies the relevant safety- and security-related codes, regulations, design criteria, and activities that need to be followed during design, construction, and commissioning.
Safety and Security Management Plan (SSMP)	Establishes that each process, piece of equipment, or facility is evaluated for potential risk and vulnerability and provides the TJPA’s plan for establishing appropriate safety and security management policies and procedures.
Salesforce Tower	A 1,070 ft (326 m) office tower currently under construction next to the transit center (on Transbay Redevelopment Parcel T). The tower was designed by Pelli Clarke Pelli Architects, and the developer is Boston Properties. The Salesforce Tower will connect to the transit center roof via a pedestrian bridge.

Term	Definition
Sales Tax Authority	An agency that administers a voter-approved county transportation sales tax program. A county’s congestion management agency also serves as the sales tax authority in most Bay Area counties.
San Francisco Arts Commission	City agency that champions the arts in San Francisco and manages the development and planning of the public art program for the Transbay transit center.
San Francisco County Transportation Authority (SFCTA)	Authority created in 1989 to administer the Proposition B half-cent transportation sales tax program, which began in 1990 and continued until it was superseded by Proposition K. The SFCTA administers and oversees the delivery of Prop K funds. Since 1990, the SFCTA has also been the designated congestion management agency for San Francisco. In this role, the SFCTA is responsible for developing and administering the congestion management program.
San Francisco Department of Building Inspection (SFDBI)	Department that serves the City by ensuring that life and property are safeguarded through the appropriate enforcement of building, housing, plumbing, electrical and mechanical codes, disability access requirements and by providing a public forum for community involvement in that process.
San Francisco Department of Public Health (SFDPH)	Agency serving the City with a mission to protect and promote the health of the citizens of San Francisco.
San Francisco Municipal Railway (Muni)	The transit arm of the SFMTA operating bus, light rail, historic streetcar, and cable car service in San Francisco, including Treasure Island.
San Francisco Municipal Transportation Agency (SFMTA)	City agency that oversees transit, streets and taxis in the city of San Francisco.
San Francisco Office of Community Investment and Infrastructure (OCII)	The Successor Agency to the San Francisco Redevelopment Agency, which is authorized to continue to implement three major redevelopment projects that were previously administered by the Redevelopment Agency: (1) the Mission Bay North and South Redevelopment Project Areas, (2) the Hunters Point Shipyard Redevelopment Project Area and Zone 1 of the Bayview Redevelopment Project Area, and (3) the Transbay Redevelopment Project Area.
San Francisco Planning Commission	Body of elected commissioners that meet regularly to adopt and maintain a comprehensive, long-term general plan for future improvement and development of the City of San Francisco.
San Francisco Planning Department	City agency charged with developing and maintaining the San Francisco General Plan; reviewing private development; formulating policies; applying approved plans, policies, Planning Code, and other regulations to proposed land use; and applying the Planning Code and applicable sections of the Administrative Code to applications for permits.

Term	Definition
San Francisco Public Utilities Commission (SFPUC)	Department of the City that provides retail drinking water and wastewater services to San Francisco, wholesale water to three Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal departments.
San Francisco Public Works	Department that designs, builds, operates, maintains, cleans, and improves the City's infrastructure, public rights-of-way, and facilities in partnership with the San Francisco community.
San Mateo County Transit District (SamTrans)	Funded in part by a half-cent sales tax, the San Mateo County Transit District provides administrative support for Caltrain and the San Mateo County Transportation Authority. SamTrans operates bus service between San Francisco and San Mateo County and will operate from the transit center Bus Plaza.
Schematic Design (SD)	The first phase in building design. For most projects, this phase establishes the layout, or space plan, scope and character of the project. SD determines the general scope, preliminary design, scale, and relationships among the components of a project. The primary objective is to develop a clearly defined design with a comprehensive scope, budget, and schedule.
Scope Change	The value of the approved additions or deletions to the Program scope of work defined by the original Baseline Budget. A scope change represents major additions to or deletions from the original scope of work of a project.
Scope Definition Report	A six-volume report detailing the Transbay Joint Powers Authority's building space program and design requirements for the transit center.
Second and Howard Streets Historic District	Collection of nineteen buildings (121–198 Second Street, 579–612 Howard Street, 116 Natoma Street, and 111–163 New Montgomery Street) that are historically, architecturally, and culturally significant; district designated on the National Register of Historic Places in 1999.
Situational Awareness	Term used in the safety and security realm that describes the perception of elements in the environment within a volume of time and space (using sightlines, CCTV, video analytics among other tools), the comprehension of their meaning, and the projection of their status in the near future.
Soft Costs (Indirect Costs)	Expenditures necessary to complete a project that are additional to the cost of construction. Soft costs include such items as architecture, design, engineering, permits, inspections, consultants, environmental studies, and regulatory demands needing approval before construction begins. Soft costs do not include construction.
Standard Cost Categories (SCC)	An FTA-defined work breakdown structure for the reporting and managing of capital costs for New Starts projects.
State Historic Preservation Officer (SHPO)	Appointed by the Governor, the SHPO heads the Office of Historic Preservation, which administers federally and state-mandated historic preservation programs and provides technical assistance to federal, state, and local government agencies, organizations, and the general public to identify, evaluate, register, and protect California's historic resources.

Term	Definition
State Transportation Improvement Program (STIP)	A multi-year planning and expenditure plan adopted by the California Transportation Commission for the state transportation system, which is updated in even-numbered years. The STIP is composed of the approved Regional Transportation Improvement Program and the Caltrans Interregional Transportation Improvement Program.
Street Vacation	A process to vacate the public's interest in a street that is no longer needed or will not be needed in the future.
Stripped and Adjusted Base Cost Estimate (SABCE)	A cost estimate that has all contingency removed, and has been adjusted based on the latest information on the scope, schedule, contract packaging, etc., and inflated to the year of expenditure.
Structural and Seismic Review Committee (SSRC)	Committee of structural and geotechnical engineering experts formed to assist in the development of seismic performance criteria and review of the structural design of the transit center building.
Subguard	An insurance policy purchased by the CM/GC that provides coverage to certain trade subcontractors awarded contracts after March 9, 2014, in lieu of bonding.
Submittal	A contract requirement that must be approved or reviewed by the owner, the construction manager, or the design consultant. Submittals include, but are not limited to, plans, schedules, certificates, guarantees, samples, product data, and shop drawings.
Sub-project	Discrete elements of work that together make up the major projects of the Program. A sub-project may constitute a trade subcontract.
Sub-project Schedule	Schedule that encompasses an entire facility or a system, including factors outside the facility or system that may affect its progress.
Substantial Completion	The point of construction progress when a new facility or system, though not complete, can be used for its intended purpose.
Surface Transportation Program (STP)	The STP provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on highway, bridge and tunnel projects on public roads; pedestrian and bicycle infrastructure; and transit capital projects, including intercity bus terminals.
Target-price Contract	A contract in which the seller commits to providing goods or services defined by a buyer for a target price. The target price is not fixed since the seller does not assume all of the risks associated with performing the defined work for the target price. In this scenario, the buyer and the seller share both cost savings and cost overruns. Target-price contracts are appropriate when there is a high level of uncertainty associated with the scope of work to be performed.
Temporary Certificate of Occupancy (TCO)	A certificate issued by the local building department that will allow the use of portions of Program facilities that meet fire-life safety requirements.
Temporary Terminal	Project to build a temporary bus terminal for use during construction of the transit center. The Temporary Terminal is located on a block bounded by Main, Folsom, Beale, and Howard streets.

Term	Definition
Title Report	A search of public records as contained within a printed report dated and issued by a title company generally for the sale or lease of real property. The report contains the legal owner or legal interest; a legal description of the property; and easements, restrictions, liens, and other pertinent information.
Trades Council	The San Francisco Building and Construction Trades Council and its affiliated construction craft unions.
Trade Subcontractor	A person or entity that has a direct contract with the CM/GC to perform a portion of the work.
Train Box	The below-grade structure encompassing the rail level and the lower concourse levels of the transit center.
Train Station	The train-operating facilities in the new transit center building and the new facility at Fourth and Townsend streets to be used by Caltrain and high-speed passenger train services.
Train Platform Level	The lowest (second level below grade) level of the transit center housing three train platforms and six train tracks for Caltrain and high-speed rail operations.
Transbay Joint Powers Authority (TJPA)	A joint powers authority that is overseeing the design, construction, and operation of the transit center and Downtown Rail Extension.
Transbay Park	A future 1.1-acre neighborhood park to be situated on the site of the current Temporary Terminal between future housing on Blocks 2 and 4 of the Transbay Redevelopment Project Area.
Transbay Redevelopment Plan	Plan administered by OCII to build housing and commercial space in the Transbay Redevelopment Project Area.
Transbay Redevelopment Project Area	A 40-acre project area overseen by OCII and located south of the Financial District, roughly bounded by Mission, Main, Folsom, and Second streets. The transit center is within the Transbay Redevelopment Project Area.
Transbay Terminal or Transbay Transit Terminal	Former bus terminal being replaced by the transit center.
Transbay Tower	High-rise tower designed by Pelli Clarke Pelli Architects currently under construction next to the transit center, now referred to as Salesforce Tower.
Transit Center	The transit center is a multimodal transit station that will house eleven transit systems and serve train and bus commuters, local area office workers, and residents of the emerging Transbay neighborhood. The building is composed of four levels above-ground and two levels below and will contain active pedestrian, shopping, dining, and recreational areas. The transit center levels are as follows:
	The main civic entrance to the transit center will open into the grand hall on the building's ground level , which will serve as the primary access to the lower concourse and train platform levels below and the bus deck two floors above. The ground level will contain customer service spaces, a pedestrian mall with restaurants, and access to adjacent

Term	Definition
	<p>retail areas along Natoma and Minna streets on the building’s west side. An exterior street-level Bus Plaza on the building’s east end will serve Muni and Golden Gate Transit.</p> <p>The second level, one floor above ground on either side of the grand hall, consists of three defined areas of retail and office space. The areas between First and Second streets will house retail and food concessions and will be linked by a pedestrian bridge where Shaw Alley transects the building. During Phase 1, support spaces for Greyhound and Amtrak will occupy areas at the western end of the second level until an intercity terminal is constructed in Phase 2. Retail businesses and offices are planned for the eastern end of the second level above the Bus Plaza between Beale and Fremont streets. This area of the second level is separated from the rest of the building and will be accessible from Beale Street and the Bus Plaza.</p> <p>The bus deck, two floors above ground, will be dedicated to bus transit agencies operating service across the bay—AC Transit, Muni, and WestCAT—as well as Greyhound and Amtrak until the completion of the intercity bus facility during a later phase of the Program. The elevated bus deck will connect directly to a new bus ramp that will lead to the San Francisco–Oakland Bay Bridge and an off-site bus storage facility.</p> <p>The rooftop park—over five acres of landscaped outdoor space atop the transit center—will contain a variety of recreational spaces and amenities including a restaurant and café, a children’s playgarden and an amphitheater.</p> <p>The lower concourse will house rail ticketing, passenger waiting areas, and support spaces, and at its east end will connect to the intercity bus terminal and a pedestrian tunnel leading to the Embarcadero BART/Muni station, approximately one block north of the transit center.</p> <p>The train platform will contain six tracks and three platforms for Caltrain commuter and high-speed rail service. The build out of the lower levels of the transit center will be completed during Phase 2.</p>
Transit and Intercity Rail Capital Program (TICRP)	California state grant program that funds improvements to transit systems to help reduce greenhouse gas emissions.
Transbay Program (Program)	The Transbay Program consists of design, construction, and start-up of two major projects to be built in two phases: the Transit Center Project (Phase 1) and the Downtown Rail Extension Project (Phase 2).
Transit Center District Plan	Comprehensive plan for the area around the transit center site, developed by the San Francisco Planning Department in cooperation with the TJPA and OCII.

Term	Definition
Transit Center Project	Phase 1 of the Transbay Program to replace the former Transbay Terminal with a new multimodal transit center. The project contains the following elements: construction of a Temporary Terminal, demolition of the Transbay Terminal and its bus ramp, and construction of the transit center, new bus ramp, and Bus Storage.
Transferable Development Right (TDR)	A development right that is separated from a landowner’s bundle of rights and transferred, generally by sale, to another landowner in the same or a different area. Buyers of TDRs may use the rights to develop at higher densities than zoning regulations might otherwise allow.
Transportation Equity Act for the 21st Century (TEA-21)	Federal transportation legislation passed by Congress in 1998 that retains and expands many of the programs created in 1991 under the Intermodal Surface Transportation Efficiency Act. It re-authorized federal surface transportation programs for six years (1998–2003) and significantly increased overall funding for transportation.
Transportation Improvement Plan	Plan required by the Federal Transit Administration in accordance with the Transportation Equity Act for the 21st Century (Title 49 U.S. Code Section 5304[a]). A metropolitan area’s designated MPO must develop a transportation improvement plan for its area in cooperation with the state and affected mass transportation operators and provide private providers of transportation with an opportunity to comment on the proposed plan. The plan must be updated at least once every two years and must be approved by the organization and the chief executive officer of the state.
Transportation Improvement Program (TIP)	Term used by MPOs for their transportation improvement plans. MTC’s TIP is a comprehensive listing of all Bay Area surface transportation projects that are to receive federal funding, are subject to a federally required action, or are considered regionally significant for air quality conformity purposes over a four-year period.
Transportation Infrastructure Financing and Innovation Act (TIFIA)	Federal legislation that provides federal credit assistance to major transportation investments of critical national importance, such as intermodal facilities, border crossing infrastructure, highway trade corridors, and transit and passenger rail facilities with regional and national benefits. The TIFIA credit program is designed to fill market gaps and leverage substantial private co-investment by providing supplemental and subordinate capital.
Unallocated Contingency	Estimated cost explicitly set aside but not yet assigned to an individual element of the scope, to provide for cost growth due to general uncertainty in the cost estimate for the project.
Under Ramp Park	A future neighborhood park to be situated primarily under the elevated bus ramp that will create a pedestrian and bicycle link between the Rincon Hill neighborhood and the new transit center.
UNIFORMAT II	Standardized format for classifying building elements and related site-work by major components common to most building construction. UNIFORMAT II established seven major divisions and appropriate subdivisions to provide a standardized cost summary format that presents cost estimates in combinations of trades to allow alternatives to be compared during the design phase.

Term	Definition
United States Department of Transportation (USDOT or DOT)	The federal cabinet-level agency with responsibility for highways, mass transit, aviation and ports; it is headed by the Secretary of Transportation. The USDOT or DOT encompasses the Federal Aviation Administration, Federal Highway Administration, Federal Railroad Administration, and the Federal Transit Administration.
Utility Relocation Project	Project for utility location, engineering, design, and construction support services for the Transbay Program.
Value Engineering (VE)	The systematic application of recognized techniques to identify the function of each part of a project, establish worth for that function, and generate alternatives through creative thinking. VE provides the needed functions to accomplish the original purpose of the project at the lowest cost without sacrificing safety, necessary quality, environmental attributes, or the owner's goals for the project.
Value Management (VM)	The process of applying value engineering before or during conceptual engineering. Value management attempts to refine or develop conceptual design before design drawings or specifications are prepared.
Variance	The difference between the current budget and a forecast of the estimate at completion. A negative number indicates an anticipated cost overrun on the current budget.
Warranty	An absolute liability on the part of the warrantor that binds a party to the terms of its contract, implies present or future liability, has no time limitation on the liability if unrestricted, and usually applies to manufactured products and their qualities.
WestCAT Lynx	Western Contra Costa Transit Authority's transbay bus service. WestCAT Lynx buses will operate from the transit center bus deck, under a sublease with AC Transit.
Work Breakdown Structure (WBS)	A comprehensive hierarchical list of work elements and services necessary for the implementation of the Program. The WBS provides a common and structured framework for Program management, control, and communications.

APPENDIX B

FEES

[attached document]

Scope of Work	Contract Year	Item	Max Hours	Price Per Hour	Subtotal Budget
Phase 1, 2, 3, and 4	1	Phase 1, 2, 3, and 4	640	\$ 200	\$ 128,000
<i>Subtotal</i>					\$ 128,000
<i>Not to exceed budget for all deliverables in the aggregate. TJPA compensation for time only; no reimbursement for expenses (including travel). To the extent time to complete deliverables exceeds aggregate budget, contractor receives no additional compensation to complete the deliverable.</i>					

Scope of Work	Contract Year	Item	Subtotal Fee
Phase 5 - one time services	1	Installation, Set-up, Configuration Fee	\$ 23,267
		Project Management Fee	\$ 24,000
<i>Subtotal</i> <i>One time fee</i>			\$ 47,267
<i>Paid upon completion of installation, set-up, and configuration</i>			

Scope of Work	Contract Year	Item	Monthly Fee
Phase 5 - recurring services	1, 2, 3	All Phase 5 services	\$ 46,534
<i>Subtotal</i>			\$ 46,534
<i>No reimbursement for expenses (including travel for QBR or incident response).</i>			

Subtotal - First Year Budget	\$ 733,675
Subtotal - Second Year Budget	\$ 558,408
Subtotal - Third Year Budget	\$ 558,408

Contingency.	\$ 150,000
<i>Only paid for as needed services beyond the scope of standard Phase 1-5 and only as specifically authorized in advance.</i>	

TOTAL BUDGET FOR TERM	\$ 2,000,491
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Option period budget per year for Phase 5 services	\$ 558,408
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For any services requested that are beyond the scope of standard Phase 1-5 services	\$200 per hour Reimbursement for expenses only at actual amount (no mark-ups) and only as specifically authorized in advance; reimbursement for travel expenses only as provided in TJPA Travel Policy.
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APPENDIX C

ADDITIONAL INSUREDS

Transbay Joint Powers Authority

The Member Agencies of the TJPA:

- City and County of San Francisco
- Alameda-Contra Costa Transit District
- Peninsula Corridor Joint Powers Board – Caltrain
- State of California, Department of Transportation

The following entities involved in the City Financing:

- Trustee, the Series 1 Holders, the LC Banks and the Direct Placement Banks, and their officers, agents and employees, as those terms are defined in the “Sublease – TJPA Property, dated as of January 1, 2017, by and between U.S. Bank National Association, in its capacity as Trustee, as Sublessor, and City and County of San Francisco, as Sublessee” recorded in the official records of the City and County of San Francisco on January 17, 2017 as document number 2017-K395369.

The following entities involved in the TIFIA Loan:

- United States Department of Transportation, an agency of the United States of America, acting by and through the Executive Director of the Build America Bureau

The following entities involved in the naming rights for the transit center:

- Salesforce.com and all legal entities controlling, controlled by, or under common control with, directly or indirectly, salesforce.com

And all of the officers, directors, agents, permitted assigns, and employees of each of the above.

The Additional Insureds listed in this Appendix shall also include such other parties as the TJPA may request from time to time.

APPENDIX D

USDOT REQUIREMENTS FOR AGREEMENTS WITH THE TJPA

The USDOT's requirements for agreements between the TJPA and a third party are summarized below. Certain USDOT provisions described below may not be applicable to all agreements with the TJPA. The italicized text is intended to assist the Contractor in understanding which Federal requirements may be applicable to an agreement. The USDOT and the TJPA have sole discretion to apply any particular provision described below.

These provisions supplement the provisions in the Agreement, and shall be interpreted in the broadest possible manner to avoid any conflicts. If there is an unavoidable conflict between the USDOT requirements and any other terms and conditions of the Agreement, in the TJPA's sole determination, the USDOT requirements shall take precedence.

The following provisions (1-11) apply to all Agreements (excluding micropurchases—purchases of \$3,000.00 or less).

1. DEFINITIONS

****** *The Definitions apply to all Agreements.*

- (a). **Agreement** means a contract, purchase order, memorandum of understanding or other agreement awarded by the TJPA to a Contractor, financed in whole or in part with Federal assistance awarded by FTA or FRA.
- (b). **Approved Project Budget** means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the TJPA is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.
- (c). **Contractor** means the individual or entity awarded an Agreement financed in whole or in part with Federal assistance originally derived from FTA.
- (d). **Federal Cooperative Agreement** means the instrument by which FRA or FTA awards Federal assistance to the TJPA to support a particular Project, and in which FRA or FTA takes an active role or retains substantial control.
- (e). **Federal Grant Agreement** means the instrument by which FTA or FRA awards Federal assistance to the TJPA to support a particular Project, and in which FTA or FRA does not take an active role or retain substantial control, in accordance with 31 U.S.C. Section 6304. **FRA** is the acronym for the Federal Railroad Administration, one of the operating administrations of the U.S. DOT.
- (f). **FRA Directive** includes any FRA regulation, policy, procedure, directive, circular, notice, order or guidance providing information about FRA's programs, application processing procedures, and Project management guidelines.
- (g). **FTA** is the acronym for the Federal Transit Administration, one of the operating administrations of the U.S. DOT.
- (h). **FTA Directive** includes any FTA regulation, policy, procedure, directive, circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines, including the Master Agreement between FTA and the TJPA.
- (i). **Government** means the United States of America and any executive department thereof.
- (j). **Project** means the Transbay Transit Center Program, which will extend Caltrain to Transbay Terminal and

replace Transbay Terminal with the new Transbay Transit Center Building. Total project consists of three major components: a new, multi-modal Transbay Transit Center (TTC) on the site of the present Transbay Terminal; the extension of Caltrain commuter rail from its current SF terminus at 4th and Townsend St. to a new underground terminus under a proposed new TTC; and the establishment of a Redevelopment Area with related development projects, including transit-oriented development on publicly owned land in the vicinity of the new multi-modal TTC.

- (k). **Recipient** means the TJPA.
- (l). **Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.
- (m). **Subcontract** means a subcontract at any tier entered into by Contractor or its subcontractor relating to the Agreement, financed in whole or in part with Federal assistance originally derived from FTA or FRA. Unless otherwise specified, the Contractor must include each of these Federal provisions in any Subcontract related to this Agreement.
- (n). **U.S. DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.
- (o). **U.S.DOT Directives** means any U.S. DOT regulation, policy, procedure, directive, circular, notice, order or guidance providing information about U.S.DOT's programs, application processing procedures, and Project management guidelines.

2. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

** *This requirement applies to all Agreements.*

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

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

** *This provision applies to all Agreements.*

- (a). The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions under the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA- or FRA-assisted Project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (b). The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA or FRA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

4. ACCESS TO DOCUMENTS

****** *This requirement applies to all Agreements. FRA requires the inclusion of these requirements in Subcontracts over \$100,000.*

****** *Please be aware that the requirements in the Agreement regarding audit and inspection of records may require the Contractor to maintain files relating to this Agreement for a longer period of time than described in the requirement below. Please also be aware that, as described in the Agreement, the TJPA follows the provisions of the City and County of San Francisco Sunshine Ordinance regarding responses to public requests for certain bid documents. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). Where the TJPA is considered a “local government” and is a Recipient or a subgrantee of a Recipient, in accordance with 49 CFR Section 18.36(i), the Contractor agrees to provide the TJPA, the FTA or FRA Administrator, the Comptroller General of the United States and/or any of their authorized representatives access to any books, documents, accounts papers and records of the Contractor which are directly pertinent to this Agreement (“Documents”) for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Section 633.17, to provide the FTA or FRA Administrator or its authorized representatives, including any project management oversight Contractor, access to Contractor's Documents and construction sites pertaining to a major capital project, defined at 49 U.S.C. Section 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309 or 5311.
- (b). Where the TJPA is a Recipient or a subgrantee of a Recipient, in accordance with 49 U.S.C. Section 5325(a), and enters into a contract for a capital project or improvement (defined at 49 U.S.C. Section 5302[a]1) through other than competitive bidding, the Contractor agrees to provide the TJPA, the Secretary and the Comptroller General, or any authorized officer or employee of any of them, access to any Documents for the purposes of conducting an audit and inspection.
- (c). The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions, as reasonably needed, of any Documents.
- (d). The Contractor agrees to maintain all Documents required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the TJPA, the FTA or FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (See 49 CFR Section 18.39[i][11]).

5. FEDERAL CHANGES

****** *This requirement applies to all Agreements.*

Contractor shall at all times comply with all applicable federal laws and regulations, and all FTA Directives, FRA Directives and U.S. DOT Directives applicable to the Project, as they may be amended or promulgated from time to time during the term of this Agreement. It is Contractor’s responsibility to be aware of any amendments or changes to such federal requirements and directives. Contractor's failure to so comply shall constitute a material breach of this Agreement.

6. CIVIL RIGHTS REQUIREMENT

****** *This requirement applies to all Agreements.*

****** *Please be aware that the requirements in the Agreement regarding nondiscrimination are broader than the USDOT Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d et seq.; the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6101 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq.; Federal transit law at 49 U.S.C. Section 5332; and the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq.; the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq.; the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq.; and the Public Health Service Act, as amended, 42 U.S.C. 290dd et seq., the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability, or other protected class. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements federal agencies may issue, including U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21; and U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR parts 27 and 37.
- (b). **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the Agreement:
- (1). **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
 - (2). **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
 - (3). **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

** *This requirement applies to all Agreements.*

- (a). This Agreement is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. The TJPA's goal for DBE

participation is set triennially and available from the TJPA. A separate Agreement goal **has not** been established for this Agreement.

- (b). The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the TJPA deems appropriate. Each Subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR Section 26.13[b]).
- (c). The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- (d). The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than ten (10) days after the Contractor's receipt of payment for that work from the TJPA. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor's work by the TJPA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.
- (e). The Contractor must promptly notify the TJPA whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the TJPA.

8. INCORPORATION OF U.S. DEPARTMENT OF TRANSPORTATION TERMS

****** *This requirement applies to all Agreements.*

The preceding provisions include, in part, certain standard terms and conditions required by U.S. DOT, FTA and FRA of the TJPA's agreements, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by U.S. DOT, FTA, and FRA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT, FTA, and FRA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TJPA requests which would cause the TJPA to be in violation of the USDOT, FTA, or FRA terms and conditions.

9. FLY AMERICA REQUIREMENTS

****** *This provision applies to all Agreements that involve the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S.*

- (a). The Contractor agrees to comply with 49 U.S.C. Section 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.
- (b). The Contractor shall submit the "Fly America Certification" if the regulation is applicable to the particular Agreement.
- (c). The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier.

- (d). Notwithstanding the foregoing, transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

10. CARGO PREFERENCE REQUIREMENTS

** *This provision applies to all Agreements involving equipment, materials, or commodities which may be transported by ocean vessels.*

The Contractor agrees to:

- (a). use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels;
- (b). furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-landing in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the TJPA (through the Contractor in the case of a subcontractor's bill-of-landing).

11. ENERGY CONSERVATION REQUIREMENTS

** *This provision applies to all Agreements.*

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6201 *et seq.*

The following provision (12) applies to Agreements exceeding \$10,000.

12. RECYCLED PRODUCTS

** *This provision applies to all Agreements to procure \$10,000 or more of any one item designated by the EPA under 40 CFR Part 247, Subpart B in a single fiscal year, and to all Agreements to procure any items designated in 40 CFR Part 247, Subpart B where the TJPA or the Contractor has used Federal funds to procure \$10,000 or more of any one item in the previous fiscal year.*

** *Please be aware that the requirements in the Agreement regarding resource conservation may be more restrictive than the USDOT Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

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

The following provision (13) applies to Agreements exceeding \$25,000.

13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

*** This requirement applies to all Agreements and Subcontracts greater than or equal to \$25,000, and to any Agreement for auditing services at any dollar value.*

- (a). This Agreement is a “covered transaction” for purposes of federal suspension and debarment laws, including 2 CFR part 1200, and the provisions of U.S. Office of Management and Budget Appendix A “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180, and the Contractor is required to comply with same. In particular, the Contractor is required to verify that the Contractor, its “principals,” and its “affiliates” are not “excluded” or “disqualified,” as defined by federal suspension and debarment laws.
- (b). The Contractor shall submit the “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

The following provisions (14-15) apply to Agreements exceeding \$50,000.

14. CLEAN AIR

*** This provision applies to all Agreements greater than \$50,000 and to subcontracts greater than \$50,000.*

- (a). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Contractor agrees to report each violation to the TJPA and understands and agrees that the TJPA will, in turn, report each violation as required to assure notification to FTA and FRA and the appropriate EPA Regional Office.
- (b). The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000.

15. CLEAN WATER REQUIREMENTS

*** This provision applies to all Agreements greater than \$50,000.*

- (a). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. The Contractor agrees to report each violation to the TJPA and understands and agrees that the TJPA will, in turn, report each violation as required to assure notification to FTA and FRA and the appropriate EPA Regional Office.
- (b). The Contractor also agrees to include these requirements in each Subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA and FRA.

The following provisions (16-19) apply to Agreements exceeding \$100,000.

16. BUY AMERICA REQUIREMENTS

*** This provision applies only to the following types of Agreements: construction agreements of any value; agreements for the acquisition of goods or rolling stock of any value if funded by FRA, and valued at more than \$100,000 if funded by FTA.*

- (a). The Contractor agrees to comply with 49 U.S.C. Section 5323(j), 49 CFR Part 661, and 49 U.S.C. 24405, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA- and FRA-funded projects, such as the Transbay Transit Center Program that is the subject of this Agreement, are produced in the United States, unless a waiver has been granted by FTA, FRA, or the product is subject to a general waiver. General waivers, when FTA funds are used, are listed in 49 CFR Section 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. Section 5323(j)(2)(C) and 49 CFR Section 661.11 when FTA funds are used, and 49 CFR 24405(a) when FRA funds are used.
- (b). The Contractor shall submit the “Buy America Certification” at the time of bid/offer if the regulation is applicable to the particular agreement. The Prime Contractor is responsible for ensuring that lower tier subcontractors are in compliance.

17. BREACHES AND DISPUTE RESOLUTION

** *This requirement applies to all Agreements in excess of \$100,000.*

- (a). **Disputes** - Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of TJPA's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b). **Performance During Dispute** - Unless otherwise directed by the TJPA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- (c). **Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of the party's employees, agents or others for whose acts the party is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d). **Remedies** - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the TJPA and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the TJPA is located.
- (e). **Rights and Remedies** - The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TJPA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. LOBBYING

** *This provision applies to the following types of Agreements, if the Agreement is equal to or greater than \$100,000: construction, architectural and engineering; acquisition of rolling stock; professional services; operational services; and Turnkey.*

** *Please be aware that the requirements in the Agreement regarding limitations on contributions may be more restrictive than the USDOT Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). The contractor shall submit the "New Restrictions on Lobbying Certification" if the regulation is applicable to the particular agreement.
- (b).
 - (1). No Federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance;
 - (2). If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the Applicant assures that it will

complete and submit Standard Form- LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions. Such forms are forwarded from tier to tier up to the TJPA.

19. AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

** *This requirement applies to Agreements and Subcontracts for construction over \$100,000, and to non-construction Agreements valued at more than \$100,000 that employ "laborers or mechanics on a public work," as defined by 42 U.S.C. Section 3701.*

- (a). **Overtime requirements** - No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b). **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (c). **Withholding for unpaid wages and liquidated damages** - The TJPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Agreement or any other Federal contract with the same Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.



Information Security/Cybersecurity Services Selection Committee Report February 2018

Executive Summary and Recommendation

In response to Request for Proposals (RFP) No. 17-11 for Information Security/Cybersecurity Services, issued on November 14, 2017, the TJPA received five proposals by the due date of January 11, 2018. A selection committee convened on February 2 to evaluate the proposals, and determined that three respondents should be invited to interviews. On February 14, the committee conducted oral interviews with the three firms and finalized scoring.

Based on the criteria outlined in the RFP, the selection committee recommends that the TJPA negotiate a contract for services with the highest ranked proposer, **Mosaic451**.

Background

The TJPA sought proposals from firms and managed information security service providers with expertise in assessing information technology and operational technology system vulnerabilities and risks, and creating and implementing enterprise-wide strategic information security programs for large mixed-use public facilities. The contract to be negotiated will be for an initial term of 3-5 years with options to extend.

Schedule

1)	RFP issued	November 14, 2017
2)	Pre-proposal conference	November 28, 2017
3)	Addendum issued (additional drawings)	December 1, 2017
4)	Deadline for submission of questions on RFP	December 11, 2017
5)	Addendum issued (extends due date) ¹	December 15, 2017
6)	Proposals due	January 11, 2018
7)	Selection committee evaluation meeting	February 2, 2018
8)	Interviews	February 14, 2018
9)	Contract recommended for TJPA Board approval	March 8, 2018

Selection Committee Members

Sidonie Sansome, TJPA Chief Security Officer
Edmond Sum, TJPA Engineering Manager
Linus Malefors, TJPA Interim Chief Information Officer (outside consultant)
Isaac Chen & Herbert Els, WSP, transit center network design team
Michael Makstman, City & County of San Francisco Chief Information Security Officer

RFQ Outreach

An announcement of the RFP appeared in the *San Francisco Examiner*, a copy of the announcement is Attachment A. The TJPA posted the RFP on its website for the public to view and print. Notice was also sent to parties signed up for notification of operations-related contracting opportunities, and a list of firms provided by the transit center design team. The TJPA received five proposals on or before the RFP submission date, from:

¹ At request of multiple potential proposers, extended from December 21 to January 11

- CenturyLink
- Deloitte
- Hacking Solutions
- Mosaic451
- NetXperts

Evaluation

The selection committee met on February 2 to discuss and score the written proposals and discuss questions to be asked at the interviews. Three firms were invited to interviews on February 14. Topics to be addressed in the presentations were sent in advance, and the committee members asked additional questions after each presentation.

The selection committee scored the interviews using the criteria listed on the score sheets (Attachment B). Proposed contract pricing was scored according to a mathematical formula, with a score of 25 for the lowest cost proposal. The TJPA Chief Financial Officer (CFO) tabulated and verified the scores.

The firm of **Mosaic451** received the highest score. Scores are shown in Attachment C.

All proposals submitted in response to this RFP are available for review at TJPA offices upon contacting the TJPA front desk. Proposals will be retained for two years, except for the selected consultant's proposal which will be maintained on permanent record.

Attachments

Attachment A, RFP Announcement
Attachment B, Scoring Sheets
Attachment C, Scores

Reference

Request for Proposals No. 17-11 for Information Security/Cybersecurity Services issued by the Transbay Joint Powers Authority on November 14, 2017.

Attachment A

ANNOUNCEMENT

REQUEST FOR PROPOSALS No. 17-11 INFORMATION SECURITY/CYBERSECURITY SERVICES

The Transbay Joint Powers Authority (TJPA) has issued a Request for Proposals (RFP) for **INFORMATION SECURITY/CYBERSECURITY SERVICES** for the Salesforce Transit Center from managed information security service providers with expertise in assessing IT and operation technology vulnerabilities and risks and creating and implementing enterprise-wide strategic information security programs for large mixed-use public facilities.

A pre-proposal conference will be held at **3:00 pm on Tuesday, November 28, 2017** at 201 Mission Street, San Francisco, CA 94105. Proposals must be received by TJPA no later than **5:00 pm on Thursday, December 21, 2017**. Late submissions will not be considered.

This RFP is available on the TJPA's website: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA > Current Contract Opportunities.

Attachment B

EVALUATION SCORE SHEET RFP 17-11: InfoSec/Cybersecurity Services

Name of Respondent: _____

Name of Panelist: _____

Signature of Panelist: _____

<i>Criteria</i>	<i>Value</i>	<i>Reviewer Comment</i>
6.1.1 Introduction and Executive Summary (5 page limit) (0 points)		
6.1.2 Qualifications & Experience (25 points) (25 page limit) Respondents' description of their company history and business plan, qualifications, experience, how any joint venture would be structured, and include names of subconsultants. Describe three projects of similar size and complexity completed or in process in the past five years.		
6.1.3 Assigned Project Team (15 points) (10 page limit) Identify up to 3 key people assigned to the project team. Include an organization chart with reporting relationships of all project team members.		
6.1.4 Project Approach (35 points) (25 page limit) Respondents' should provide a narrative of their unique approach to providing the Services and describe the key activities: <ul style="list-style-type: none"> • Overall approach • Assessment of Cybersecurity Vulnerability & Risk • Development of InfoSec/Cybersec Policies & Plan • Project Plan Implementation Discuss deliverables and outline process for review and acceptance by TJPA.		
6.2 Fee/Contract Pricing Proposal (25 points)		

Total _____
(100 maximum total score possible)

FIRM NAME:

PANELIST:

DATE:

**TRANSBAY JOINT POWERS AUTHORITY
INTERVIEW SCORE SHEET
RFP 17-11: InfoSec/Cybersecurity Services**

	<i>Description</i>	<i>Score</i>	<i>Notes</i>
I.	<p>Presentation (20 minutes maximum) (maximum 40 points)</p> <p>They have been asked to have the key members of their team present, and identify specific roles, highlight their differentiated approach between OT and IT, and points of integrations in the service delivery, and to address what they believe are the key priorities, and tie those into a summary timeline.</p> <p>In addition, each team has been asked to address the following in regard to cost/budget in their presentation—</p> <p><u>Mosaic451</u></p> <ol style="list-style-type: none">1. Briefly walk through the start-up/implementation costs, confirming that the all-in cost, including everything TJPA requires, is \$47,2672. In a little more detail, walk through the reoccurring/annual costs—number of engineers, hourly rates, cost per device if priced in that manner, again confirming that the all-in cost, including everything TJPA requires, is \$46,534 monthly <p><u>Deloitte</u></p> <ol style="list-style-type: none">1. Briefly walk through the start-up/implementation costs2. If TJPA had an annual budget for ongoing, reoccurring costs of \$750,000, what services would you be able to provide and what services would you be unable to provide. <p><u>CenturyLink</u></p> <ol style="list-style-type: none">1. As the numbers from CenturyLink on the TJPA-provided pricing form are totals, please walk the selection panel through the line items so that the panel can have an understanding of the costs by task2. Confirm that monitored services occur in Year 1; the form shows an amount starting in Year 23. If TJPA had an annual budget for ongoing, reoccurring costs of \$750,000, what services would you be able to provide and what services would you be unable to provide.		

	<i>Description</i>	<i>Score</i>	<i>Notes</i>
II.	<p>Responses to questions (maximum 60 points; 15 points/question for 4 questions, 12 for 5, 10 for 6)</p> <p>1. Your presentation identified specific roles; can you briefly describe the experience of each key person?</p> <p>Mosaic451 only: Some of your key people included in the proposal have not been with the company very long. Can you guarantee that key staff will be available for the duration of a contract?</p>		
	<p>2. While TJPA is requiring a dedicated account manager, it is not our intent that this position staff the TJPA account full-time. Please describe how many hours you would propose the account manager be available for the TJPA account, differentiating between the first year and then on an ongoing basis, and how many other clients the account manager would also be serving and what the response time to TJPA would be.</p>		
	<p>3. Please discuss incident recovery and forensics. We are particularly interested in what actions are taken post-incident by your team.</p>		
	<p>4. Please describe your experience in configuration, versus management of a system already in place.</p>		
	<p>[If not addressed in presentation]</p> <p>5. Mosaic451: Please tell us about the “appliance cost” in your proposal. What shortcoming in the existing hardware/software are you overcoming by placing your own device, at \$12,750 per month?</p> <p>5. Deloitte: Please tell us about the “appliance cost” in your proposal. What shortcoming in the existing hardware/software are you overcoming by placing your own device, at approximately \$12,800 per year?</p> <p>5. CenturyLink: Please relate the monitoring services/appliance costs in TJPA’s price proposal form to the quarterly assessments and on-site support you are proposing, for approximately \$2M per year.</p>		
	<p>6. [If time to ask] Please tell us who is responsible for quality documentation, what their process is, and what the timelines are for having finalized documentation.</p>		

TOTAL SCORE (100 points maximum): _____

Attachment C

Evaluation Scores (100 points max)

Firm	Panelist A	Panelist B	Panelist C	Panelist D	Panelist E	Total Score
CenturyLink	80	64	54	75	62	335
Deloitte	80	75	72	79	82	388
Hacking Solutions ²	7	10	10	17	0	44
Mosaic451	91	85	85	90	86	437
NetXperts	65	63	57	75	62	322

Interview Scores (100 points max)

Firm	Panelist A	Panelist B	Panelist C	Panelist D	Panelist E	Total Score
CenturyLink	19	40	45	85	75	264
Deloitte	58	45	85	86	75	349
Mosaic451	66	100	80	82	85	413

Totals

Firm	Panelist A	Panelist B	Panelist C	Panelist D	Panelist E	Total Score
CenturyLink	99	104	99	160	137	599
Deloitte	138	120	157	165	157	737
Mosaic451	157	185	165	172	171	850

² Hacking Solutions did not execute a Non-Disclosure Agreement, and thus did not have access to all of the information provided to the other proposers.