



Transbay Transit Center

Project Bidding Manual
Dated: 2011-02-11

CM/GC Contract No. 08-04-CMGC-000
Project No. 30100

REVISION 10 Dated February 11, 2011

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I. INTRODUCTION

PROJECT DESCRIPTION

The Transbay Joint Powers Authority's new Transbay Transit Center Building (TCB) is to be built on the site of the former Transbay Terminal in downtown San Francisco and will serve eleven transportation systems: AC Transit, BART, Caltrain, Golden Gate Transit, Greyhound, Muni, SamTrans, WestCAT Lynx, Amtrak, paratransit and future California High Speed Rail. As a new one million square foot regional transportation facility serving San Francisco the TCB is comprised of the following levels:

- Train Station Passenger Platform Level
- Train Concourse Level
- Ground Level
- Second Level
- Elevated Bus Level
- 5.4 acre Park Level Roof

The project has three components:

Transbay Transit Center Building: Bounded to the East by Main Street, to the West by 2nd Street, to the North Minna Street and the South by Natoma Street. The TCB will be approximately 1600 feet long, 180 feet wide, 60 feet below grade and 60 feet above grade.

Utility Relocation: Scope is for purposes of adjusting utilities in vicinity of the TCB. The work encompasses the area between 2nd Street and Main Street and between Market Street and Howard Street. It involves relocation of water lines, sewer lines, sludge lines, demolition of existing utilities and coordination with PG&E and all telecom agencies.

Bus Ramp: Scope includes elevated roadways connecting the Elevated Bus Level with the San Francisco-Oakland Bay Bridge and with bus storage under the Bay Bridge's West Approach structure. These ramps will approach the TCB from the south and connect to the TCB at the southwest corner.

End Section I - Introduction

II. PROJECT INFORMATION

A. OWNER – Transbay Joint Powers Authority

The TJPA is a collaborative group of government and transportation bodies responsible for the funding, design, construction, maintenance and operation of the new intermodal Transbay Transit Center (TTC) and rail extension in downtown San Francisco.

Transbay Joint Powers Authority (TJPA)
201 Mission Street, Suite 2100
San Francisco, CA 94105

B. PROGRAM MANAGER/PROGRAM CONTROLS CONSULTANT (PM/PC) – URS

The PM/PC provides various services to support the management and administration of the TTC Program including project management and coordination, standards and procedures, performance monitoring, design review, quality assurance and assistance with contract administration, liaison with user agencies and San Francisco City departments, and right-of-way acquisition.

URS
201 Mission Street, Suite 2750
San Francisco, CA 94105

C. CONSTRUCTION MANAGEMENT OVERSIGHT (CMO) – Turner Construction

The CMO provides construction management oversight services, including communication, documentation, record keeping, cost management, schedule management, technical support, environmental monitoring, coordination with other agencies, and agreement administration services, including but not limited to progress reporting and quality assurance services (testing and inspection) for the TCB, Utility Relocation and Bus Ramps.

Turner Construction
201 Mission Street, Suite 560
San Francisco, CA 94105

D. CONSTRUCTION MANAGER/GENERAL CONTRACTOR – Webcor/Obayashi Joint Venture

The CM/GC is responsible to deliver the services required to construct the Transbay Transit Center Building, Utility Relocation and Bus Ramps scope for the Transbay Transit Center Project. Contractor is used throughout this document interchangeably with CM/GC and both reference Webcor/Obayashi Joint Venture.

Webcor/Obayashi Joint Venture
183 Fremont Street
San Francisco, CA 94105

E. ARCHITECT /ENGINEER – Pelli Clarke Pelli Architects/AECOM

The Architect provides complete construction documents for the Transit Center Building and Bus Ramps scopes of work within the TTC Program.

Pelli Clarke Pelli Architects (PCPA)
1056 Chapel Street
New Haven, CT 06510

The Engineer provides complete construction documents for the Utility Relocation scope of work within the TTC Program.

AECOM
405 Howard Street
San Francisco, CA 94105

End Section II – Project Information

III. INSTRUCTIONS TO BIDDERS

Webcor/Obayashi Joint Venture reserves the right to postpone selection for its own convenience, to withdraw this Invitation For Bid at any time, and to reject any and all submittals without indicating any reason for such rejection. As a function of the Invitation For Bid (IFB) process, Webcor/Obayashi Joint Venture reserves the right to remedy technical errors in the IFB and to modify the published scope of services. Webcor/Obayashi Joint Venture will reserve the right to request that specific personnel with specific expertise be added to the team, if Webcor/Obayashi Joint Venture determines that specific expertise is lacking in the project team.

Statements and other materials submitted will not be returned.

Webcor/Obayashi Joint Venture reserves the right to abandon this IFB process and/or change its procurement process for the contract at anytime if it is determined that abandonment and/or change would be in Webcor/Obayashi Joint Venture's best interest. In the event of an abandonment or change, Webcor/Obayashi Joint Venture will not be liable to any Trade Subcontractor for any costs or damages arising out of its response to the IFB.

The issuance of this IFB does not constitute an agreement by Webcor/Obayashi Joint Venture and the TJPA that any contract will actually be entered into by Webcor/Obayashi Joint Venture. Webcor/Obayashi Joint Venture expressly reserves the right at any time to:

- waive or correct any defect or informality in any qualification, submittal or submittal procedure, as determined by Webcor/Obayashi Joint Venture and the TJPA in its sole discretion
- reject any or all Bids, without indicating any reason for such rejection and to waive any minor irregularity in a Bid
- reissue an IFB
- modify all or any portion of the selection procedures prior to submission deadline for proposals, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this IFB, or the requirements for contents or format of the proposals
- request that one or more Bidders clarify, supplement or modify the information submitted
- extend deadlines for accepting responses; request amendments to responses after the expiration of deadlines and request clarifications.
- procure any materials, equipment or services specified in this IFB by any other means

Any interpretation of, or change in, this IFB will be made by addendum, and shall become part of the Bid Documents

Trade Subcontractors will be required to comply with Federal procurement rules and guidelines including, but not limited to, those set forth in Federal Transit Administration Circular 4220.1.F, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, the FTA Best Practices Procurement Manual, and at 49 CFR Part 18 and Part 26. Trade Subcontractors will also be required to comply with all provisions of section 1770 et seq. of the California Labor Code. Procurement will be without regard to race, gender, religion, affiliation, or sexual orientation.

Trade Subcontractor's cost of the general work, overhead, office cost, permission/legal fee, administration, bonds, insurances, contingency, profit and other necessary activities for this project should be included in the bid amount and distributed into the Bid Items.

A. Bidder's Representation

1. Bid

a) Bidder by making its Bid represents that Bidder has carefully examined, read, reviewed and understands the Bidding Documents, the project site, is fully informed of existing conditions and limitations, including all items contained in the Bidding Documents and their Bid is made in accordance therewith. As such Bidder will sign, date and return the last page of this Project Bidding Manual, Acknowledgement of Receipt and Review (ARR in Forms Section), with its Bid.

B. Obtaining Bidding Documents

1. Document Availability

a) Bidder is responsible for obtaining the Bidding Documents at cost to Bidder.

(1) Ford Graphics ordering - (415) 537-2200.

<http://www.fordsfoplanwell.com>

(2) Plan Rooms:

(a) San Francisco Builder's Exchange

850 South Van Ness Ave.

San Francisco, CA 94110

(415) 282-8220

(b) Business Development Inc.

1485 Bayshore Blvd., Suite 210

San Francisco, CA 94124

(415) 671-2150

(c) Business Development Inc.

1330 Broadway, Suite 728

Oakland, CA 94612

(510) 874-7877

(d) Peninsula Builder's Exchange

735 Industrial Rd.

San Carlos, CA 94070

(650) 591-4486

(e) McGraw-Hill/Dodge – Daily Pacific Builders.

11875 Dublin Blvd., Suite A118

Dublin, CA 94568

(925) 833-9750

(f) Sacramento Regional Builder's Exchange

1331 T Street

Sacramento, CA 95814

(916) 442-8991

(g) Builder's Exchange of Santa Clara County

400 Reed Street

Santa Clara, CA 95050

(408) 727-4000

(h) McGraw Hill

1325 N Red Gum St.

Anaheim, CA 92806

(714) 666-1663

(i) Northern California MBEC

ASIAN, Inc.

1167 Mission St., 4th Floor

San Francisco, CA 94103
(415) 928-5910

- (j) Bayview Hunters Point Builders Exchange
3450 3rd Street Building 4A
San Francisco, CA 94124
(415) 824-9791

(3) TJPA Website – <http://transbaycenter.org/tjpa/doing-business-with-the-tjpa/current-contract-opportunities>. Note that Plans and Specifications are not available on TJPA Website

C. Examination of Bidding Documents and Project Site

1. Project Conditions
 - a) Bidder shall give due consideration to the intricate and difficult conditions which involve coordinating and interfacing with other Trade Subcontractors at the Site and which may affect the scheduling of the Work.
2. Contract Document Review
 - a) Trade Subcontractor is required to review the Contract Documents and Site Conditions in accordance with all requirements set forth in the Prime Contract with respect to its scope of work (See Document 00 07 00 – General Conditions, Article 3.03). This shall include, without limitation, the obligation to carefully review the appropriate portions of the Contract Documents a minimum of 35 days in advance of the Work to be executed for the express purposes of checking for any errors, omissions, discrepancies or ambiguities and notifying Webcor/Obayashi Joint Venture in writing promptly within this time period upon discovery of errors, omissions, discrepancies or ambiguities so that Webcor/Obayashi Joint Venture can properly notify the TJPA within the 30 day time period prescribed in Document 00 07 00 – General Conditions, Article 3.03.C. In addition, if Trade Subcontractor performs work that it knows, or reasonably should have known, to be contrary to the Code or other applicable laws, statutes, ordinances, rules and regulations without written notice to Webcor/Obayashi Joint Venture, Trade Subcontractor shall assume responsibility for such Work and shall bear all costs of correction (See Document 00 07 00 – General Conditions, Article 3.08.F).

D. Bidding Process and Procedures

1. General Process Overview
 - a) Trade Subcontractors who are not pre-qualified shall refer to Exhibit A for the qualification process.
 - b) Bidders are required to attend a mandatory pre-bid conference per the Key IFB Dates.
 - c) Bidders' Bids will be opened publicly.
 - d) The construction Subcontract, if awarded, will be awarded to the responsible and qualified Trade Subcontractor submitting the lowest responsive lump sum Bid for the Work.
2. Form and Style of Bids
 - a) Bids shall be submitted on the Bid Form included in Exhibit A.
 - b) All Bid Items shall be completed on the Bid Form typed or printed legibly in ink. Sums shall be expressed in figures.
 - c) The Bid shall be deemed non-responsive if all Bid Items are not completed on the Bid Form.
 - d) Include numerical dollar amounts for all requested Unit Prices, Allowances and/or Alternates in the Bid. In case of discrepancy between the sum of Bid item amounts and the Grand Total Bid Price, the sum of said amounts shall prevail.
 - e) In the case of discrepancy between words and figures, the words shall prevail.
 - f) Terminology such as “No Bid”, “Not Applicable”, “No Change” or “Does Not Apply” shall not be used.

g) The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation or identified as some other legal entity. Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract of the size and scope of the Subcontract. A Bid submitted by an Agent shall have a current power of attorney attached certifying the Agent's authority to bind the Bidder.

h) The work in an individual Bid Package described in these documents is the sole responsibility of the successful Bidder. Bids will only be accepted on the full scope of Work outlined in the Bidding Documents and in strict conformity with all requirements in the Bidding Documents.

3. Submission of Bids

a) Submission of a Bid constitutes an incontrovertible representation by Bidder that the Bidder has complied with every requirement in the Bidding Documents; the price is premised upon performing and furnishing the Work required by the Bidding Documents without exception; that the Bidding Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work; and the Bidder accepts the terms of the Webcor/Obayashi Joint Venture Long Form Subcontract.

b) Bids shall be submitted no later than the date and time specified in Exhibit A for Bids or as subsequently specified if changed by Addendum.

(1) The deadline for submitting Bids will be the time stated in the Advertisement for Bids, exactly.

(2) No Bids received after the specific date and time will be accepted.

c) Bidder shall fill in all blanks as appropriate on the Bid form and shall submit with its Bid the forms noted herein and as listed in the Bidding Checklist (BCL in Forms Section) properly completed and executed.

d) One copy of the Bid, Bid Security and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. "SEALED BID ENCLOSED" shall be written on the face of the envelope. The envelope shall identify the Project name, Bidder name and address and the specific Bid Package as per Exhibit A.

e) Bids sent via overnight mail or messenger require that the sealed Bid envelope be enclosed in a separate mailing envelope. The overnight mail cover shall also identify the Project name, Bidder name and address as well as the Bid Package. It shall be the Bidder's responsibility to see that Bids are sent in sufficient time to be received at the specified address and taken to the place of the Bid opening prior to the time specified in the Exhibit A.

f) Oral, telephonic, email, facsimile or telegraphic Bids are invalid and will be rejected.

g) The location designated for the receipt of Bids is:

Transbay Joint Power Authority (TJPA)

201 Mission Street, Suite 2100

San Francisco, CA 94105

h) Bids which are in any way conditional or which make alterations, omissions, or qualifications to the terms of the Bid Documents shall be rejected as incomplete, unqualified or non-responsive.

i) All Bid data, except signatures, shall be typed or printed legibly in ink. Mistakes may be crossed out and corrections inserted adjacent to the crossed-out text, with each correction initialed in ink by the signer of the Bid.

j) Each Bid shall show the full business address of the Bidder and be executed with its usual signature. A Bid by a partnership shall furnish the full names of all partners and shall be signed in the partnership name by one member of the partnership or by an authorized representative, followed by the signature and title of the person signing. A Bid by a corporation, with corporate seal affixed, shall be executed with the legal name of the corporation, followed by the name of the state of incorporation and the signature and title of

the person executing. The name and title of the person executing shall also be typed or printed below the signature. When required by Webcor/Obayashi Joint Venture, satisfactory evidence of the authority of the officer executing on behalf of the corporation shall be furnished.

k) Bids will only be accepted for individual Bid Packages. Bidders are required to bid the entire Bid Package. Bidders may bid more than one Bid Package; however, separate Bids are required for each Bid Package.

l) Webcor/Obayashi Joint Venture reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.

4. Bid Security

a) A Bid Security in the amount equal to five percent (5%) of the Base Bid total shall be submitted with each Bid.

b) The Bid Security may be in the form of a corporate surety bond or an irrevocable letter of credit from a bank or trust company doing business and having an office in the State of California, having a combined capital and surplus of at least \$50,000,000 and subject to supervision and examination by Federal or State authority as provided in the San Francisco Administrative Code section 6.21.A.4.

c) In the event the Bid Security is \$15,000 or less in amount, the Bid Security may be in the form of a Certified Check from a bank or trust company doing business in the State of California, having a combined capital and surplus of at least \$50,000,000 and subject to supervision and examination by Federal or State authority, payable to Webcor/Obayashi Joint Venture.

d) A notarized Bid Bond Form (BB) shall be submitted unless the Bid is accompanied by a Certified Check or irrevocable letter of credit.

e) Failure to provide a Bid Security and a notarized Bid Bond Form with the Bid will render the Bidder's Bid non-responsive and as such it will be rejected. Bidder should refer to the Bidding Documents for additional bond requirements.

5. Modification or Withdrawal of Bid

a) In submitting its Bid the Bidder agrees that the Bid shall not be modified, withdrawn or cancelled by the Bidder after the stipulated time period and date designated for the receipt of Bids.

b) Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for their receipt. Such notice shall be in writing over the signature of the Bidder.

c) Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are then fully in conformance with the IFB.

d) Those Bids not withdrawn prior to the scheduled time for receipt of Bids shall not be withdrawn for a period of ninety (90) days thereafter.

6. Bidding Requirements

a) 2nd Tier Subcontractor Listing

(1) Bidder must submit the 2nd Tier Subcontractor List (SL in Forms Section) form providing information regarding lower-tier Subcontractors and supplier(s) that Bidder intends to employ to perform Work in an amount in excess of one-half of one percent (0.5%) if the Contract is awarded to Bidder. Bidder shall list only one such lower-tier Subcontractor for each portion of the Work. Bidder shall complete and submit the Subcontractor List form with its Bid.

b) Tax Registration

(1) Bidder shall submit the Business Tax Registration Declaration (Section 00 04 54).

c) Contractor's License

- (1) A Bidder who does not hold the license(s) required to perform the Work shall be considered non-responsive and the Bid may be rejected.
- d) Nondiscrimination
- (1) Bidder shall execute and submit with its Bid the Certificate of Bidder Regarding Nondiscrimination in Contracts and Benefits form attached to the Bid form (Section 00 04 70). If a Bidder fails to submit the form as required, then the Bidder may be deemed non-responsive, and its Bid may be rejected.
- e) Highest Prevailing Wage
- (1) Bidder shall complete and submit with its Bid a Highest Prevailing Wage Rate Certification form (Section 00 04 60) certifying its intention to comply with section A7.204 of the San Francisco Charter and section 6.22E of the San Francisco Administrative Code.
- f) Apprenticeship Training
- (1) Bidder shall complete and submit with its Bid a Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 04 65).
- (2) Upon award the Trade Subcontractor shall complete and submit a Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 04 66).
- g) CityBuild/First Source
- (1) If the Grand Total Bid Price including applicable selected Alternates prior to the date of the written notification of award of the Contract, exceed \$350,000, Bidder shall complete and submit with its Bid a CityBuild/First Source Referral Program Certification (Section 00 04 57). Refer to Section 00 08 20 for CityBuild/First Source Hiring Program contracting requirements. The Bidder's signature on the Bid Form shall constitute signature of the CityBuild/First Source Referral Program Certification. In the event the successful Bidder whose Grand Total Bid Price and selected Alternates, if applicable, exceed \$350,000 fails to submit timely said certification, the successful Bidder may forfeit the amount of its Bid bond or certified check, and consideration for Contract award may pass to the next lowest responsive, responsible Bidder at the discretion of Webcor/Obayashi Joint Venture.
- h) Debarment and Suspension
- (1) Bidder shall complete and submit with its Bid the Certification of Bidder Regarding Debarment Suspension and Other Responsibility Matters form (Section 00 08 13/APA).
- (2) Bidder further agrees by submitting this Bid that it will require its Subcontractors, lower-tier Subcontractors, and suppliers to complete and submit to Webcor/Obayashi Joint Venture within ten (10) calendar days after the date of Bid opening the Certification Regarding Debarment Suspension and Other Responsibility Matters form (Section 00 08 13/APA) for lower-tier covered transactions of \$25,000 or more.
- (3) The inability of Bidder or its lower-tier Subcontractors, or suppliers to provide the above certifications will not necessarily result in denial of award of the Contract. In the event that Bidder or its lower-tier Subcontractor, or supplier is unable to provide such certification because it currently violates or has previously violated conditions of the certification, a description of each instance of violation and explanation shall be attached to its certification. The certification or explanation will be considered in connection with the determination of whether to award the Contract. However, failure of Bidder or its lower-tier Subcontractor(s), or suppliers to furnish a certification or an explanation may disqualify such Bidder from eligibility for award of the Contract.

(4) Bidder agrees by submitting this Bid that, should the Contract be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized in writing by Webcor/Obayashi Joint Venture.

(5) The certifications are a material representation of fact upon which reliance is placed when determining to enter into this Contract. Trade Subcontractor shall provide immediate written notice to Webcor/Obayashi Joint Venture if at any time Trade Subcontractor learns that its certification or the certification of a lower-tier participant was erroneous when submitted or has become erroneous by reason of changed circumstances.

(6) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Article, "Debarment and Suspension Certification Requirements," shall have the meanings set forth in the "Definitions" and "Coverage" sections of rules implementing Federal Executive Order 12549.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs," which is compiled by the General Services Administration.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under Paragraph 2 above, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to other remedies available, Webcor/Obayashi Joint Venture, Owner or other government agency may terminate this Contract for cause or default.

i) Escrow Bid Documents

(1) The three lowest Bidders shall each submit a completed Escrow Bid Document Declaration (Section 00 04 52) with their escrow Bid Documents within three (3) working days after the Bid opening date; refer to Section 00 02 12.

j) Additional Certifications required with Bid submission (See Bidding Checklist, BCL in Forms Section)

E. Additional Bidding Notes

1. Interpretation or Correction of Bidding Documents

a) Bidder shall notify Webcor/Obayashi Joint Venture of all ambiguities, inconsistencies or errors discovered upon examination of the Bidding Documents, the Project site and local conditions. Bidder shall provide notification in writing describing any ambiguities, inconsistencies or errors with Webcor/Obayashi Joint Venture's Question on Bid Documents

Form (QBD in Forms Section). Each submitted QBD question and its associated response will be posted to the TJPA website for all Bidders to review.

(1) In the event that the response required does not reside within the Bidding Documents and a response is determined to be required by Webcor/Obayashi Joint Venture a written and binding clarification will be issued as an Addendum to all Plan Holders of record. Webcor/Obayashi Joint Venture is not responsible for oral explanation or interpretations of the Bidding Documents.

(2) A mandatory Pre-Bid Conference shall be held to allow for Bidder's clarification(s) of the intent of the Bidding Documents, dissemination of information and a site visit/tour. Refer to Exhibit A for further information.

(3) Refer to Exhibit A for the QBD deadline.

2. Substitution of Unspecified Products

a) Products specified in the Bidding Documents establish a minimum standard of required type, function and quality that substitutions must meet to be considered acceptable for the project. To obtain acceptance of unspecified products, Bidders shall submit written requests at least ten (10) calendar days prior to the date of receiving Bids using the QBD form accompanied by a Request for Substitution form (Section 00 04 40) together with required supporting documentation.

(1) The burden of proof of the merit of the proposed substitute item is upon the Bidder.

(2) The decision of approval or disapproval of a proposed substitute item will be final.

(3) If approved the approval shall be set forth in an Addendum issued to all prospective Bidders. Bidders must use only the price of approved products in calculating their Bids. Refer to Section 00 04 40.

b) Questions or requests for substitution received less than ten (10) calendar days prior to the Bid date and time will not be answered.

c) Requests for Substitution post Bid date and time

(1) If a Bidder wishes to propose an "or equal" or other product substitution, Bidder must make such request no later than ten (10) business days following the date of bid opening. Requests shall be granted or denied at Webcor/Obayashi Joint Venture's sole discretion. If Webcor/Obayashi Joint Venture does not accept the substitution prior to the date of Award, the request is deemed denied.

3. Exclusions/Clarifications/Qualifications

a) Bids which include any exclusion, alteration, omission or qualification of the terms of the Bidding Documents shall be rejected as non-responsive.

4. Addenda

a) Addenda will be distributed to all Pre-Qualified prospective Bidders and made available as per the Obtaining Bidding Documents section above.

b) All Bidders shall ascertain receipt of all Addenda prior to submission of a Bid. Submit the Acknowledgement of Receipt of Addenda Form (ARA in Forms Section). Failure to complete and submit this form may cause Bidder to be non-responsive and its Bid may be rejected.

5. Unit Prices and Allowances

a) Unit Prices and Allowances are listed as per Unit Prices and Allowances (Section 01 10 20).

b) Bidders must bid on all Unit Prices listed in the Bidding Documents.

c) Successful Bidders shall perform all Work required for complete execution of accepted Unit Prices and such Unit Prices shall include all overhead and profit for the Work required.

6. Tax
 - a) The Bidder's Bid shall include all applicable taxes including but not limited to Sales Tax and /or Use Tax
 - b) San Francisco, California shall be designated the point of sale for all materials purchased. Submit the Business Tax Declaration Registration Form (Section 00 04 54).
7. Phases of Construction
 - a) Bidders acknowledge that if awarded the Subcontract, the project is administered under a method referred to as phased construction whereby construction commences prior to the completion of all working construction documents for subsequent Work.

F. Award & Execution of Contract

1. Award
 - a) In accordance with TJPA Procurement Policy, no bid is accepted and no construction contract in excess of \$400,000 is awarded by the TJPA until such time as the TJPA recommends the Contract for award, and the TJPA Board of Directors then adopts a resolution awarding the Contract.
 - b) All contract awards are subject to certification by the TJPA Finance Coordinator as to the availability of funds.
 - c) The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid.
2. Execution
 - a) The successful Bidder shall deliver within five (5) working days after the date of Webcor/Obayashi Joint Venture's written notification of award of the Contract, the following properly completed and signed documents to Webcor/Obayashi Joint Venture:
 - (1) Subcontract, two (2) original copies with the successful Bidder's signature affixed thereto. If successful Bidder is "doing business as" company, attach a copy of "dba" certificate filed with and certified by the County Clerk.
 - (2) Performance Bond and Payment (Labor and Material) Bond (Section 00 06 10), two (2) original copies of each.
 - (3) Insurance certificates and endorsements (see Exhibit D), two (2) original copies of each, including the following:
 - (a) The Contract number and Project title "Transbay Transit Center, " the agent names and telephone numbers, and the name of the certificate holder as follows:
 Webcor/Obayashi Joint Venture
 Attn: Project Accountant
 183 Fremont St.
 San Francisco CA 94105
 - (b) Name as additional insured the parties as specified in section 00 08 05 with endorsement attached.
 - (c) If the standard Accord form is used, delete the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
 - (4) Corporate authority in the form of resolution or certified extract from the minutes authorizing the signatory to sign on behalf of the corporation.
 - (5) Power of Attorney authorizing signatories to execute Performance and Payment Bonds.
 - (6) Proof of Status as Signatory to Apprenticeship Program or Proof of Payment:

(a) If successful Bidder declared that it is a signatory to a recognized apprenticeship or training program on the Certificate of Bidder Regarding Apprenticeship Training Program form (Section 00 04 65), successful Bidder shall submit written proof of its status as a signatory.

(b) For each lower tier Subcontractor or supplier that declared it is a signatory to a recognized apprenticeship or training program on the Certificate of Subcontractor Regarding Apprenticeship Training Program form (Section 00 04 66), successful Bidder shall submit written proof of each such lower tier Subcontractor's or supplier's status as a signatory.

(c) Successful Bidder and/or its lower tier Subcontractor(s) or supplier(s) that are not signatories to a recognized apprenticeship or training program as described herein shall be required after award of the Contract to submit with each progress payment request, beginning with the second such request, proof that successful Bidder (Trade Subcontractor) or its lower tier Subcontractor(s) or supplier(s) contribute to a fund or funds to administer and conduct the apprenticeship program(s) in the area of the Site for each apprenticeable trade or craft for which Trade Subcontractor or its Lower tier Subcontractor(s) or supplier(s) is providing labor on the Project. Such contributions shall be made on the same basis and in the same manner as those of contractors who are signatories to a recognized apprenticeship or training program. Where the trust fund administrators are unable to accept such funds, Trade Subcontractor and its lower tier Subcontractor(s) or supplier(s) must provide written proof of payment of a like amount to the California Apprenticeship Council.

(7) Failure to deliver to Webcor/Obayashi Joint Venture one or more of the documents listed shall constitute a refusal to enter into the Contract and may result in forfeiture of Bidder's bid security.

End of Section III – Instructions To Bidders

IV. TRADE SUBCONTRACTOR REQUIREMENTS

A. General Information

The complete Invitation for Bid including this Project Bidding Manual will be incorporated into the successful Trade Subcontractor's Long Form Subcontract.

Subcontractor is also designated as Trade Subcontractor and thus these names (Subcontractor / Trade Subcontractor) can and will be used interchangeably. Where "Contractor" is specified in the Bidding Documents including, but not limited to the plans and specifications, it shall be understood that the Trade Subcontractor is responsible for compliance for any requirement therein.

Work to be performed by Trade Subcontractors shall be in accordance with the complete Invitation For Bid (IFB).

This Project Bidding Manual is supplemental in nature and is not intended to replace the plans and specifications. If any conflicts exist between any of the documents provided to the Trade Subcontractor, the most stringent condition applies. At its sole discretion, Webcor/Obayashi Joint Venture shall determine the more stringent condition.

1. Codes
 - a) Trade Subcontractor shall operate, furnish and install work in accordance with all applicable local, state, national codes, and governing authorities including, but not limited to ADA access requirements.
2. Office Space
 - a) No Trade Subcontractor office space will be provided on or off site.
3. Parking and Staging
 - a) Trade Subcontractor is responsible for all of their parking for their employees, tier subcontractors, vendors, etc. as no parking is provided.
 - b) Webcor/Obayashi Joint Venture will not provide areas for staging unless specifically noted in the Bidding Documents. Staging areas will remain in control of Webcor/Obayashi Joint Venture at all times. Arrangements for use of staging areas must be approved in advance by Webcor/Obayashi Joint Venture. All arrangements for use of any other properties by Trade Subcontractors will be made by that Trade Subcontractor.
 - c) "MUNI" Hump will be made available to Webcor/Obayashi Joint Venture as needed for direct construction activities. Currently, it is available to the demolition contractor until Spring 2011. After that it becomes available for shoring wall installation activities. Following, this area will be made available to Webcor/Obayashi Joint Venture for other ongoing construction activities until such time as development of this parcel is ready for construction. That date is not currently known but it is not expected to occur before the late months of 2012.
4. Daily Reports
 - a) The Trade Subcontractor shall submit its official Daily Report format upon award for Webcor/Obayashi Joint Venture approval.
 - b) Trade Subcontractor shall provide a record copy of the Daily Report to Webcor/Obayashi Joint Venture by 9am the following work day including all required information pursuant to Bidding Documents including, but not limited to plans and specifications, and the following additional information:
 - (1) Schedule Activity ID for all activities underway
 - (2) Delays/Impacts to the Work
 - (3) Damage to the Work
 - (4) Daily Maintenance Checks for all Trade Subcontractor installed systems

- (5) Daily quantities associated with the day's Work, Trade Subcontractor shall coordinate with Webcor/Obayashi regarding what quantities to report.
 - (6) Number of employees per trade (including but not limited to: foreman, journeyman, apprentices and administrative personnel.)
- c) Staying current with submission of the complete Daily Reports is a requirement for Progress Payment.
- 5. Weekly Meetings
 - a) Subcontractor agrees that its Superintendent and/or Project Manager will attend all meetings as required by Section 01 10 40 and Section 01 12 00 and as requested by Webcor/Obayashi Joint Venture.
- 6. Permits
 - a) Trade Subcontractor shall obtain all required ancillary permits to complete their scope in a timely manner. Refer to Specification Section 01 14 10 for project permits.
- 7. Inspections and Testing
 - a) All Work will be inspected and/or tested. Assume there will be a minimum of four (4) separate inspections of the Work:
 - (1) Subcontractor's own quality control inspection as outlined in their Webcor/Obayashi Joint Venture approved Quality Control/Quality Assurance Program
 - (2) Webcor/Obayashi Joint Venture inspection
 - (3) Building inspection
 - (4) Special inspection
 - b) All Trade Subcontractors are responsible to schedule all applicable inspections required for the complete and timely execution of the Work. Any missed inspections will not be grounds for an extension of time. Trade Subcontractor is to pay any fines resulting from lack of compliance with applicable codes, liquidated damages and consequential damages.
 - c) Trade Subcontractor shall be responsible for fees including, but not limited to, all governmental agency fees, licensing fees, individual trade permit fees, local fees and applicable sales and use taxes.
 - d) Trade Subcontractor will provide manpower and means of access to assist in these inspections in the cost of their work. Trade Subcontractors will be required to submit a Request for Inspection to Webcor/Obayashi Joint Venture a minimum of three working days in advance of each inspection and/or test. If a Trade Subcontractor's work does not pass inspection and/or testing, that Trade Subcontractor will be responsible for all applicable re-inspection and/or retesting costs.
 - e) Trade Subcontractors with late requests for inspection will be responsible for all resulting schedule and financial impacts.
 - f) Trade Subcontractors shall perform all testing and inspections required by the Contract Documents, as they relate to Temporary Work.
- 8. Surveying, Staking and Layout
 - a) Webcor/Obayashi Joint Venture will provide control and benchmark elevations.
 - b) Trade Subcontractor shall include all staking, elevation control, line, grade and field layout required to complete the Work.
 - c) Trade Subcontractor shall protect and maintain layout from weather and other trades.
 - d) Any discrepancies in the Documents or other Trade Subcontractors Work not brought to Webcor/Obayashi Joint Venture's attention in a timely manner so as not to affect the schedule prior to beginning the installation of the Trade Subcontractor's work shall be the responsibility of the Trade Subcontractor.

9. Embedded Items
 - a) Include supply, installation and protection of all embedded items including but not limited to embeds, inserts, sleeves, electrical items, plumbing, block outs, etc. required for Trade Subcontractor's Work.
 - b) Trade Subcontractor will include personnel for pour watch and will be responsible for checking and correcting placement of embedded items prior to and during concrete pours.
 - c) Any damage created by the installation of Trade Subcontractors embeds or damage to other Trade Subcontractor work shall be the responsibility of the Trade Subcontractor to cure.
 - d) No lead-containing anchors or connectors shall be used.
 - e) All embedded items shall be stored in a location approved by Webcor/Obayashi Joint Venture and ready to install a minimum of four (4) weeks prior to the scheduled installation date. Trade Subcontractor to verify with Webcor/Obayashi Joint Venture that the items are onsite even if the items are being provided F.O.B. Installation dates shall be coordinated with Webcor/Obayashi Joint Venture's Superintendent.
10. Penetrations
 - a) Include all layout, reinforcement, sleeving, coring, blockouts and deck burning etc. for all penetrations required for Trade Subcontractor's Work.
 - b) Trade Subcontractor shall seal all penetrations (whether required to be rated or not) in accordance with all required sound ratings, fire ratings and applicable codes, including being air tight and watertight in the areas penetrated.
 - c) Trade Subcontractor shall cover and maintain coverage for all penetrations and openings. Coverings shall be designed, labeled and secured per CalOSHA regulations and requirements. Webcor/Obayashi Joint Venture will address any out of compliance penetrations and openings at Trade Subcontractor expense. Trade Subcontractor shall coordinate the coverage and maintenance with other Trade Subcontractors who require access to this work.
11. Cutting/Patchwork
 - a) Include all required cutting and patchwork as required by or for your scope of work.
12. Leave Out Areas
 - a) The use of hoists (personnel/material hoists and stairs) on this project will necessitate the completion of the leave out areas of the building and at those areas following the completion of the interior elevators on the project. Trade Subcontractor shall include in the Bid all costs associated with performing the completion of the work affected by the leave out areas as out of sequence work. Note the general hoist locations are per Site Logistics plan in Exhibit A. Final locations are to be submitted by Trade Subcontractor and approved by Webcor/Obayashi Joint Venture.
13. Protection of Work
 - a) Trade Subcontractor shall effectively secure, protect and maintain responsibility for the Work during transport, hoisting, temporary site storage, during installation and after fully installed. Trade Subcontractor is fully responsible for maintaining protection, cleaning and final acceptance of the Work including removal of their protection. Replace all damaged or defective work, materials, and equipment before requesting final acceptance.
 - b) All of Subcontractor's work shall be protected from damage or deterioration until completion, acceptance by the Owner, substantial completion and start of warranty period. Trade Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the project site caused by Trade Subcontractor, employees, guests or agents thereof.
 - c) Webcor/Obayashi Joint Venture will not be responsible for costs, repair, etc., for any damage caused by other trades. Trade Subcontractors shall be responsible for all costs associated with Trade Damage.

- d) Trade Subcontractor shall settle all Trade Damage costs with affected Trade Subcontractors. Upon submission of the executed agreement between the parties involved, Webcor/Obayashi Joint Venture will issue the corresponding additive/deductive change orders as necessary.
14. Security
- a) Trade Subcontractor will be required to provide 100% of the necessary Security measures to protect their materials, work space, equipment and other elements of their work. Any Trade Subcontractor materials or equipment that are lost or damaged will be the responsibility of the Trade Subcontractor.
15. Weather Protection
- a) It is the responsibility of the Trade Subcontractor to take all reasonable measures to protect in-progress Work from inclement weather.
- b) In the event the building requires weather protection and rain water control due to Trade Subcontractor's Work not being completed in accordance with the project schedule, Trade Subcontractor shall furnish and install all weather protection as required for subsequent Work to continue unabated and will be liable for damage to other Work or costs for weather protection installation directed by Webcor/Obayashi Joint Venture.
16. Temporary Toilets and Sanitary Facilities
- a) Trade Subcontractor will provide temporary toilet and hand washing facilities for their employees.
17. Temporary Power
- a) Webcor/Obayashi Joint Venture will provide temporary power to distribution points in the Site Logistics plan (see Exhibit A) for the project. Subcontractor shall be responsible for all temporary power needs to complete their work beyond the distribution points provided by Webcor/Obayashi Joint Venture. Webcor/Obayashi Joint Venture will not provide temporary power for welding.
18. Temporary Lighting
- a) Trade Subcontractor shall provide all code required temporary lighting.
- b) Trade Subcontractor shall include all task lighting for proper installation of your Work.
19. Temporary Water
- a) Trade Subcontractor is responsible for all hoses, pumps, metering from hydrants, payments for water, or any other means and methods required for connecting to and providing water to execute Trade Subcontractor's work. Trade Subcontractor is responsible for supplying their own drinking water, cups and trash receptacles.
- b) Trade Subcontractor shall provide Webcor/Obayashi Joint Venture with a plan for approval prior to installation of temporary water system.
- c) Trade Subcontractor shall perform a daily maintenance check of any installed systems and note status in the Daily Report.
20. Notification Requirements
- a) Trade Subcontractor shall provide all required notifications to Webcor/Obayashi Joint Venture as reasonably required to permit Webcor/Obayashi Joint Venture to comply with its notice requirements as set forth in the Bidding Documents.
21. Utility Shut-Down Requirements
- a) Tie-ins and shutdowns of existing utilities may have to be performed during off hours. Trade Subcontractors are to include any required premium time in their Base Bid.
22. Existing Utilities/Existing Condition

- a) No changes will be issued due to Trade Subcontractor not taking into account all existing conditions that are observable or that are evident in the Bidding Documents.
 - b) Trade Subcontractor will be responsible to adequately locate all existing utilities that may be encountered in the completion of Trade Subcontractor's work.
23. Delivery Requirements
- a) Trade Subcontractor shall provide all necessary equipment and personnel to stock construction materials including overtime when required by Webcor/Obayashi Joint Venture.
 - b) All deliveries of materials to the jobsite shall be scheduled in writing with the Webcor/Obayashi Joint Venture's superintendent (minimum 48 hours written notice) with respect to date, time, and unloading or storage location. If requested, provide a detailed outline of delivery schedule and sequence(s).
 - c) Unscheduled deliveries are subject to being turned away.
 - d) Do not schedule weekend deliveries.
 - e) Trade Subcontractor to provide traffic and pedestrian control as required for deliveries.
24. Traffic
- a) Trade Subcontractor shall follow all traffic control measures as indicated in the Bid Documents
 - b) Trade Subcontractor is responsible for all traffic control to complete Work.
25. Sidewalk and Street Coordination
- a) Trade Subcontractor shall include all street cleaning, certified flag persons, street and pedestrian traffic coordination for the Work on a daily basis.
 - b) Trade Subcontractor shall include any special routing provisions as required by governmental agencies or Webcor/Obayashi Joint Venture. All personnel provided shall be trained per the Site Specific Safety Plan as well as Section 01 15 70.
 - c) Trade Subcontractor includes all street use permits and fees as required to complete the Work.
 - d) Trade Subcontractor shall construct, maintain and relocate temporary pedestrian walkways and/or shore existing sidewalks when required to maintain public pedestrian access. Maintenance shall include the removal of graffiti on a daily basis.
26. Cranes/Hoisting
- a) Webcor/Obayashi Joint Venture will not provide cranes/hoisting. Trade Subcontractor shall include all hoisting, crane Certification(s), unloading, scaffolding, high reach equipment, platforms, or bracing, etc. as required to complete the Work.
 - b) Trade Subcontractor will provide Certified riggers, operators and flaggers to complete the Work.
 - c) Trade Subcontractor shall provide a competent person to perform a complete review/inspection of equipment required to complete the Work on a daily basis before start of Work and shall provide proof of such review/inspection.
27. Personnel/Material Access
- a) Trade Subcontractor will be required to coordinate the placement of their temporary means of access with Webcor/Obayashi Joint Venture.
 - b) Trade Subcontractor's temporary access will be made available to all Trade Subcontractors.
28. Vehicle Maintenance
- a) It will be the responsibility of Trade Subcontractor to maintain all their vehicles and equipment used on-site and comply with the following items:
 - (1) Maintained to prevent oil and/or other fluid leaks.
 - (2) Kept clean as necessary to prevent excessive build-up of oil and grease.

- (3) Repaired off-site. No vehicular repairs are allowed to be made on-site.
- (4) Incoming vehicles and equipment, inspected by Trade Subcontractor for leaking oil and fluids. Leaking vehicles and/or equipment shall not be allowed on-site.
- (5) Cleanup and proper disposal of any oil or fluid leak.

29. Superintendent

a) The Trade Subcontractor shall provide a minimum of one field Superintendent for each designated work zone. These field Superintendents shall answer to the Trade Subcontractors general Superintendent in charge of the entire project. An approved fluent English speaking field Superintendent, Foreman level or above, that is able to act on direction from Webcor/Obayashi Joint Venture shall be provided at all times while workmen are on site. The designated field Superintendents shall be non working and shall be equipped with a cellular phone at no cost to Webcor/Obayashi Joint Venture to expedite jobsite communications between Webcor/Obayashi Joint Venture and Trade Subcontractor. Trade Subcontractor shall provide office support staff, including project manager to service the project to the satisfaction of Webcor/Obayashi Joint Venture. Refer to Exhibit A for all additional Trade Subcontractor Supervision requirements.

30. Team Resumé

a) Trade Subcontractor shall include a resume of the proposed jobsite foremen/superintendents with the Bid. This person will work directly with Webcor/Obayashi personnel to schedule deliveries, provide adequate manpower, and insure the project is completed in a cost effective, efficient manner. Trade Subcontractor will also provide a 24-hour contact who can be contacted in an emergency and a project organizational chart upon award.

b) Trade Subcontractor shall provide resumés of key personnel who will manage and supervise the construction at request of Webcor/Obayashi Joint Venture in order to validate consistency with those identified at the time of qualification.

31. No Smoking

a) Smoking is strictly prohibited on the jobsite and is grounds for removal from the project site.

32. Specific Project Requirements

a) With regard to Specification Sections 00 08 13 Specific Project Requirements and 01 35 65 Mitigation Measures and Monitoring, Trade Subcontractor shall hire a credentialed independent industry specialist (i.e. acoustician, industrial hygienist, etc.) as appropriate to develop, implement, monitor, and enforce Trade Subcontractor and Project specific work plans for compliance with all governing agency requirements.

33. Wet Site

a) When the project site conditions are wet, Trade Subcontractor will be responsible for cleaning all of the Trade Subcontractor's vehicles to ensure mud and debris are not tracked onto the public right of way.

34. Storm Water Pollution Prevention, Erosion, and Sediment Control Plan

a) Trade Subcontractor shall be responsible for the preparation, submission, and execution of the project Storm Water Pollution, Erosion, and Sediment Control Plan, per the plans and specifications.

35. Submittals

a) Consistent with the requirements set forth in the Bidding Documents, Trade Subcontractor is required to provide electronic copies of the submittals.

- b) At Webcor/Obayashi Joint Venture's option, the Trade Subcontractor may be required to use an Internet based Project Management program where submittals are uploaded directly to the website by each respective Trade Subcontractor. See Communications section below and Bidding Documents for further information.
 - c) Trade Subcontractor shall provide submittals as defined in the technical specifications pursuant to section 01 13 00 and in compliance with the Project Schedule.
 - (1) Trade Subcontractor shall provide the Trade Subcontractor's Submittal Schedule no more than ten days after Award. Procurement lead times must be indicated on the submission.
 - (2) Webcor/Obayashi Joint Venture shall provide an electronic Microsoft Excel form for Submittal Schedule and determine required grouping of submittal packages. All fields must be filled in.
 - (3) Trade Subcontractor shall incorporate all submittals into their Trade Package Progress Schedule (see subsection C of General Requirements section of this Project Bidding Manual).
 - d) In their detailed shop drawings Trade Subcontractor shall identify all elements of work that are required to remain uninstalled until the Work of other Trades is installed. Trade Subcontractor may install, remove and reinstall their work as required or make other arrangements at their cost so as not to impact the schedule or other Trade Subcontractors.
 - e) In addition to the electronic submission at the Trade Subcontractor's expense, shop drawings shall be submitted to a Small Business Enterprise reprographic company electronically for printing and delivery of two additional copies to the quantity outlined in the Bidding Documents to Webcor/Obayashi Joint Venture.
 - f) Trade Subcontractor shall update the Excel submittal form and reconcile it with the Trade Package Progress Schedule no less than twice a month. Payment may be contingent on the receipt of this form.
36. Substitutions
- a) No substitutions shall be made in the Trade Subcontractor's Work unless permitted in the Contract Documents.
37. Billing Projection
- a) Successful lowest responsible Bidder shall provide a Billing projection anticipated throughout the course of the project and update monthly thereafter upon award for submission with payment. Refer to BCL for submission requirements.
38. Manpower Projection
- a) Successful lowest responsible Bidder shall provide a month-by-month projection of average jobsite manpower and resources which ties to the total man-hours provided on the Bid Form. This projection shall be updated monthly with the payment request. Refer to BCL for submission requirements.
39. Escalation
- a) Trade Subcontractor shall include all escalation for their Scope of Work for the duration of the Project (Refer to Exhibit I for Trade Package Progress Schedule).
40. LEED- NC Version 3.0
- a) This is a LEED project with target set to achieve LEED Silver Certification. Trade Subcontractor shall have a thorough understanding and fully comply with all requirements noted in specification section 01 81 13 in conjunction with the Bidding Documents and Exhibit E to provide all required documentation and satisfy timely compliance. Monthly summaries and deliverables are required with each progress payment requisition in addition to the specific requirements noted in the specification and Bidding Documents.

- b) Any and all material, labor and documentation that is or may be required to comply with the USGBC LEED requirements for which this project is registered, shall be a cost of the project and included in the base bid, all alternates, bid addenda or changes incurred or presented throughout the duration of the project..
- c) The USGBC LEED certification credit matrix as included in the Bidding Documents provides a guide to the LEED credits that are under consideration for this project. This matrix is subject to change at any time during the project and the Trade Subcontractor is responsible to comply with these changes by the LEED Consultant. Costs to provide documentation for the Design Review Submittal (DRS) and Construction Review Submittal (CRS) components as applicable are included in the project bid(s) as submitted. If there is a conflict between any portion of the specifications section(s), drawings or other documents, those that are most applicable to the requirement as outlined by USGBC for the specific credit(s) take precedence.
- d) Trade Subcontractors, lower-tier subcontractors, suppliers and providers are responsible to ensure that any substitutions or changes are in full accordance with USGBC LEED requirements. Any materials, methods or processes that are not in full compliance shall not be submitted for inclusion or consideration. If items are submitted, or actions taken, that do not fully meet the USGBC LEED requirements, or there is noncompliance with USGBC LEED required actions the firms, subcontractors, suppliers and providers are responsible to fully remedy the situation including the removal, reinstallation, remediation, correction of their work and compensation to others for related work that may be impacted by their actions and activities.

41. Warranty

- a) Refer to Bidding Documents for Warranty requirements and Exhibit B for form.

42. Communications

- a) Trade Subcontractor shall direct all communications concerning the Trade Subcontractor's work to Webcor/Obayashi Joint Venture's Project Manager or Project Superintendent, as applicable copying Webcor/Obayashi Joint Venture's designated Document Control personell. In no case shall communications be made directly to the Owner's representatives (architects, engineers, etc.) unless specifically directed by Webcor/Obayashi Joint Venture. Trade Subcontractor shall meet or exceed the requirements listed in the Bidding Documents and the following minimum requirements outlined below as necessary to facilitate project communication:

- (1) Full time Internet connection, (phone dial-up is not acceptable). E-mail system that will handle attachments of at least 8MB (AOL or similar is not acceptable).
- (2) Internet Explorer, version 7.0 or later.
- (3) Scanner capable of handling at least 8 1/2 x 11 sheets.
- (4) Trade Subcontractor, if requested to use, shall utilize an Internet-Based Project Management System providing collaboration tools for the Project and an Internet Base Document Sharing Website, which may be used to facilitate the electronic dissemination of Project Information. Refer to Bidding Documents for additional information.

43. Distribution of Contract Documents

- a) All distribution of Contract Documents will be done through email notifications from a web based system. This includes revisions to the original scope of work including addendums, instructional bulletins, etc.

44. Upon Execution of the Subcontract

- a) One electronic set including drawings and specifications of the conforming Construction Documents will be provided to the Trade Subcontractor. Costs for hard copies or additional

electronic copies of Construction Documents or Bidding Documents, if desired by the Trade Subcontractor, shall be borne by the Trade Subcontractor. Architectural bulletins, changes, addenda and revisions to the plans shall be handled in the same manner.

b) Trade Subcontractor shall provide CM/GC a copy of all applicable codes, reference guides, standards, etc. as requested by Webcor/Obayashi in addition to those required to be purchased by Webcor/Obayashi Joint Venture or Trade Subcontractor and be made available on site at all times.

45. Quality Control

a) Prior to the beginning of any work, a Contractor's Quality Control (CQC) Plan shall be developed pursuant to specification section 01 14 00 and the *Webcor Obayashi JV Contractor Quality Control Program for the Transbay Transit Center Project March 9, 2011 Rev 2.0* and submitted by Trade Subcontractor to Webcor/Obayashi Joint Venture for review and approval. Specification section 01 14 00 and the Webcor/Obayashi JV Quality Control Program require the subcontractor to implement and manage specific quality control processes which are unique to the Transbay Transit Center Project Refer to Bidding Documents and Exhibit for additional information

b) Bidders shall fully understand the Quality Control requirements included in Exhibit J and shall provide the appropriate staffing level to meet those requirements.

46. Final Punch List

a) During the Final Inspection/Punch list process Trade Subcontractors will be back charged for each punch list item pertaining to an aspect of their work that is scheduled to be complete and is found to be incomplete or unacceptable during back check.

b) A minimum flat rate fee of \$100.00 shall be assigned to each Trade Subcontractor item to recoup costs for Webcor/Obayashi Joint Venture's inspection time and management fees in addition to any charges from TJPA or its representatives.

c) Trade Subcontractor shall provide Webcor/Obayashi Joint Venture written notice that they are ready for the punchlist process in a timely manner that allows Webcor/Obayashi Joint Venture adequate time to verify completion of the noted area so as not to impact the project schedule.

d) Trade Subcontractor shall use the project's designated Punchlist tracking system.

e) The Trade Subcontractor is responsible for protection of and cleaning completed work until Final Acceptance by the Owner.

47. Final Cleaning

a) Trade Subcontractor shall provide final cleanup of Trade Subcontractor's installed material surfaces immediately prior to acceptance by the Owner and Architect/Engineer.

48. Damaged Material

a) Damage/breakage of material during and/or caused by the installation will not be an excuse for delays in the project schedule.

49. Use of Webcor/Obayashi Joint Venture's Equipment

a) Notwithstanding any provision of the construction contract or any bid document to the contrary, if at the request of Trade Subcontractor, Webcor/Obayashi Joint Venture permits Trade Subcontractor personnel to use Webcor/Obayashi Joint Venture's equipment such as hoisting equipment, safety planks, ladders, and scaffolds, Trade Subcontractor will indemnify Webcor/Obayashi Joint Venture and hold Webcor/Obayashi Joint Venture harmless from any and all liability, claims, actions, demands, damages, and expenses, including without limitation, reasonable attorneys' fees arising out of injury to persons or property in any way connected with such use of any project services, facilities, or equipment.

50. Change Orders

- a) Subcontractor agrees to the terms and conditions of this Change Order and agrees to release the Contractor and the TJPA from claims for additional compensation or time relating to the undisputed amount of the change in the Work. Subcontractor shall not condition or qualify this Change Order with a reservation of rights to seek at a later time additional time or compensation for the changed Work addressed in the Change Order

B. Safety

The Webcor/Obayashi Joint Venture Site Specific Safety Plan is provided as Exhibit H. Webcor/Obayashi Joint Venture retains the right to modify this safety program during the execution of any contract. It will be incorporated into the Trade Subcontractor's contract without any cost.

Procurement, installation and maintenance of impalement protection devices shall be the responsibility of the Trade Subcontractor who installed the potential hazard. Impalement hazards include but are not limited to rebar, conduit, piping, etc. The Trade Subcontractor shall also be responsible for coordinating their removal and disposal of the protection devices with all other Trade Subcontractors and Webcor/Obayashi Joint Venture in order to maintain a safe project site.

Trade Subcontractors shall submit their Health and Safety Plan a minimum of thirty (30) calendar days prior to start of work and as per the Bidding Checklist (BCL in Forms Section).

Exhibit H defines all project safety and crisis management requirements including online safety training (ClickSafety), online safety performance tracking (Safe Site One), Job Hazard Analysis (JHAs), meetings, fines, etc.

Being current with the submission of the meeting minutes and JHA reports is a requirement of Progress Payment.

All supervisory personnel shall have as a minimum the OSHA 30 Hour Construction Safety training within the prior four years and possess a current CPR /First Aid and AED certification.

Project Staffing Requirements

Every subcontractor shall employ a full time Designated Safety Person (DSP) to coordinate project safety requirements. **The DSP shall have at a minimum all the following qualifications:**

1. A resume reflecting recent experience in conducting and supervising safety and health programs on construction projects within the prior two years.
2. The DSP shall also be knowledgeable in occupational health and safety requirements.
3. Shall pose a current OSHA 30 Hour Construction Safety training Certificate within the prior four years.
4. Posses a current CPR /First Aid and AED certification.

A full time DSP is required up to 30 employees including tiered subcontractors. For each additional 20 employees, another DSP shall be required including tiered subcontractors. The DSP shall have no other duties than full time safety. The designated safety person (DSP) are subject to Webcor/Obayashi's approval and may be removed at any time with or without cause and replacement personnel provided at the subcontractor's/employer's expense.

The DSP shall attend weekly safety meetings conducted by Webcor/Obayashi's site safety manager to discuss safety related issues on the project.

C. Scheduling and Phasing

Each Bidder is to carefully examine the Concept Schedule (Exhibit I) and Project Milestones enclosed in the Bidding Documents. Each Bidder shall be prepared to review at the post-bid/pre-award meetings a schedule for the engineering, fabrication, delivery and installation of its Work. This information will be considered in the award recommendation.

1. Trade Package Progress Schedule

- a) Trade Subcontractor shall provide a Trade Package Progress Schedule as defined in the technical specifications pursuant to section 01 13 10, the Trade Package IFB and this Project Bidding Manual. The most stringent shall apply if any conflict between the documents should arise.
- b) Trade Subcontractor shall provide a CPM Trade Package Progress Schedule in P6, for approval, within ten (10) business days of award of the Trade Subcontract.
 - (1) Trade Subcontractor shall meet with Webcor/Obayashi Joint Venture to review the Trade Package Progress Schedule.
 - (2) Trade Subcontractor shall incorporate Webcor/Obayashi Joint Venture's comments into the Trade Package Progress Schedule and resubmit within ten (10) calendar days.
- c) The Trade Package Progress Schedule shall include all submittal packages (Submittal Schedule) fully incorporated with relationship ties to construction activities.
- d) Trade Subcontractor shall structure the Trade Package Progress Schedule utilizing the WBS and Activity ID format provided by Webcor/Obayashi Joint Venture.
- e) Trade Package Progress Schedule shall adhere to the zoning and phasing diagrams as well as specific Project Milestones provided by Webcor/Obayashi Joint Venture.
- f) Work shall be performed in general accordance with Exhibit A. Bidders shall list required materials release dates with corresponding logic narrative in their proposals in order to procure materials as required to meet the Project Milestones and their required procurement method consistent with dates per the Trade Package Progress Schedule
- g) Trade Subcontractor shall be responsible for scheduling and coordination of submittals (e.g. shop drawings, samples, mock-ups, etc.), fabrication, delivery and installation of the work on the jobsite with the progress of construction. Trade Subcontractor shall provide the following at a minimum: shop drawings, approvals, release date for fabrication, fabrication, delivery, stocking, layout and installation durations. Furthermore, Trade Subcontractor will fully participate in detailed schedule discussions with the other Trade Subcontractors to refine and add detailed sequence operations throughout the coordination and construction process.
- h) Trade Subcontractors shall include in their Base Bid all costs associated with any required overtime or premium time required to meet the Project Milestones. No additional consideration will be allowed for compliance. This includes the design, construction, utility shut-down/tie-ins, startup, commissioning and acceptance testing periods.
- i) Trade Subcontractor shall provide Webcor/Obayashi Joint Venture with a Four Week Look Ahead Schedule updated weekly.
 - (1) The Four Week Look Ahead Schedule shall be submitted a minimum of two working days prior to Webcor/Obayashi Joint Venture's regularly scheduled weekly Coordination meeting.
 - (2) The Four Week Look Ahead Schedule shall include scheduled activities for the next three weeks and completed activities for the prior week.
- j) Trade Subcontractor shall provide an updated Trade Package Progress Schedule update and submit with each monthly progress payment request. Trade Package Progress Schedule shall be submitted in electronic format (.xer). Payment may be withheld if Trade Package Progress Schedule is not submitted.

All subcontractors must use P6 scheduling software. Subcontractors can purchase a “single job license” from Webcor Technologies for \$2,750.

D. SBE Program

Trade Subcontractor shall abide by the SBE rules and regulations set forth in the Prime Contract and Specification Section 00 08 21 and submit required forms.

There will be SBE participation requirements for each scope of work. Refer to Exhibit A for SBE participation requirements. Bidders shall provide Good Faith Outreach Documentation for SBE participation requirements.

E. Coordination

1. Site

a) Trade Subcontractor, at no additional cost, shall relocate or move site office, stored material or equipment if required by Webcor/Obayashi Joint Venture.

2. With Other Trades

a) Trade Subcontractor shall provide coordination with all other trades as necessary for a complete installation. Some of Trade Subcontractor’s work may have to be performed on a piece meal basis to allow the project as a whole to proceed in a productive manner.

3. With Consultants

a) Trade Subcontractor shall schedule all required inspections with the Architect, Inspector and/or other consultants through Webcor/Obayashi Joint Venture.

4. With Governing Agencies

a) Trade Subcontractor will perform all coordination with public agencies as indicated in the Bidding Documents, at the request of Webcor/Obayashi Joint Venture and as required to complete execution of the Work at no additional cost to the project.

F. Logistics

The site access points provided in Trade Subcontractor’s Site Logistics plan are subject to Webcor/Obayashi Joint Venture’s review and/or approval prior to Trade Contractor proceeding. The plan shall conform to Webcor/Obayashi Joint Venture’s Site Logistics Plan included in Exhibit A.

G. Building Information Modeling (BIM)

Project Summary

The project uses a Virtual Building process that integrates Cost, Schedule and 3D Coordination for analysis and projection of Trade Subcontractor progress.

The database is organized by building systems coded in CSI UniFormat code and activities that describe how the building systems are built coded in CSI MasterFormat.

The activity costs are broken down into a material and a labor component. The labor component of each activity consists of productivity and cost per labor hour. The material component lists all materials separately that are needed to perform the activity including the material unit cost.

This unit cost and productivity database is linked to a 3D model linking quantities from the model with unit cost and productivities from the database. This multi-dimensional model produces an estimate that not only calculates cost distribution by system and activity but also provides labor distribution reports.

Each activity in the schedule is directly linked to an estimate cost line item coded in CSI MasterFormat. This integrated process also allows tracking of submittals by specification / Estimate section and visualization of buyout status in the 3D model.

1. Modeling Requirements

The 3D model consists of a base model developed by Webcor/Obayashi Joint Venture and the design team and system models which shall be provided by the Trade Subcontractors. Together the base and system models include the entire project scope as needed for 3D coordination and quantity definition required for schedule and cost planning.

The base file contains topographic information and some civil scope as well as elements provided by the design team as references. The system models are the Trade Subcontractor's responsibility. The level of detail and accuracy of the system models shall be high enough to be suitable for trade coordination as well as shop drawing production.

All information in the system models shall be consistent with and based on the contract documents. All 2D shop drawing submittals shall be extracted from the coordination system models by the Trade Subcontractor. Trade Subcontractor shall maintain the system model through the entire construction phase including updates for as built conditions.

To allow for model quantity extraction for cost and schedule information Trade Subcontractor shall coordinate breakdown and classification of systems in system model with Webcor/Obayashi Joint Venture.

To coordinate base file and system models Trade Subcontractor shall participate in BIM coordination meetings scheduled as necessary. Trade Subcontractor shall include multiple model revisions as needed for iterative coordination. To accommodate collaboration with the design team and other stakeholders, multi-day coordination meetings shall be included by the Trade Subcontractor as cost of work in the Bid.

2. Cost and Productivity Data Requirements

To facilitate 4-D (time dimension) and 5-D (cost dimension) modeling, Trade Subcontractor shall provide cost and productivity information to be imported into project data base. Data base information shall be broken down such that line items describe work activities for each building system included in Trade Subcontractor's scope.

At a minimum Trade Subcontractor shall provide

a) BIM & Schedule

Trade Subcontractor shall provide detailed scheduling information as follows:

- (1) Provide list of tasks which identify continuous activities that can be performed without interference with other trades.
- (2) Provide list of predecessor tasks for each above defined task that needs to be complete before Trade Subcontractor can start subject task.
- (3) Provide list of preferred minimum work area break down. This breakdown shall be based on the minimum work area that will be necessary for this Trade Subcontractor to work efficiently.

b) BIM & Estimating

To facilitate 5-D (cost) modeling information during construction the Trade Subcontractor shall provide detailed cost estimating information including, but not limited to:

- (1) Cost Plan broken down into separate line items for each schedule task defined as continuous Trade Subcontractor activity without interference from other trades and no less than one task per crew in each work area indentified in the Master Schedule and coordinated with Trade Subcontractor's task list per 4D (time dimension) above.
 - (2) Each estimate line item shall provide labor, material and equipment pricing.
 - (3) Labor component shall include applicable hourly rate(s) and productivity in units per man-hour as well as crew composition. The submission shall be of sufficient level of detail to provide total man hours per estimate / schedule line item.
 - (4) Material component shall be of sufficient level of detail to provide unit pricing per estimate / schedule line item.
 - (5) Equipment component shall include equipment type productivity in unit per machine hour as well as equipment unit cost.
- c) Production Control
- (1) Trade Subcontractor to provide written report on task progress in each location on a weekly basis including actual man hours worked and actual crew size/make-up allocated per activity.

Apparent low bidder will be required to fill out the BIM Breakdown Sheet (Exhibit F) within ten (10) business days of award. Webcor/Obayashi Joint Venture will work with the apparent low bidder to properly complete the form.

At all times, and specifically at the end of each day, during the course of construction, Trade Subcontractor shall perform its work so as to maintain the site in a clean, safe and orderly condition.

If Trade Subcontractor fails to comply within 24 hours of a written (email) warning by Webcor/Obayashi Joint Venture, a minimum fine of \$500 in addition to the cost of work plus 15% mark-up will be back-charged to the Trade Subcontractor's account, per occurrence.

Trade Subcontractor shall provide its own break area and will be responsible for its own trash can for Trade Subcontractor's employee's lunch / break trash. This trash shall be emptied by Trade Subcontractor on a daily basis. Webcor/Obayashi Joint Venture will designate break area.

Upon completion of the Work under this agreement, the Trade Subcontractor shall remove from the site, all hazardous materials, temporary structures, debris, and waste incident to its operations and clean all surfaces, fixtures, equipment, etc. relative to the performance of this Agreement. Composite Crew Clean Up

Trade Subcontractor shall include in the Bid four man-hours of cleanup for every forty man-hours of work. This Labor, provided by Trade Subcontractor, will be used as part of a Composite Project clean-up crew, which shall be in addition to Trade Subcontractor's own efforts to maintain a clean work area. The actual clean-up hours used versus the number of hours owed (tracked through certified payroll) will be reconciled. Webcor/Obayashi Joint Venture has the option to deduct this from Trade Subcontractor's scope of Work incrementally or in its entirety and execute the Composite Project clean-up. Unused hours during a particular week shall be accrued.

The Trade Subcontractor shall provide all debris boxes required for their Work and for the use by the composite crew clean up.

The Trade Subcontractor shall provide an additional ten 40CY debris boxes for project wide use. Upon direction from Webcor/Obayashi the Trade Subcontractor shall provide debris boxes in specified locations within the site.

I. Insurance Requirements

Refer to Section 16 of the subcontract, the Prime Contract, and Exhibit A for specific insurance requirements.

Prior to commencement of any work and as per the Bidding Checklist (BCL in Forms Section) Trade Subcontractor shall submit Certificates of Insurance and the Additional Insured Endorsement in which the Owner, Webcor/Obayashi Joint Venture, their officers, agents, directors, representatives and employees (and all other parties required as noted in Bidding Documents) shall be designated as additional insured under Trade Subcontractor's general liability insurance policy.

The Trade Subcontractor, or its Lower-Tier Subcontractors, who perform abatement of hazardous or contaminated materials shall maintain and enforce the Environmental Pollution Liability Insurance required in Section 00 08 05 (Insurance Requirements).

J. Audit

Webcor/Obayashi Joint Venture and TJPA shall have the right to examine, copy and audit all documents (whether paper, electronic, or other media) and electronically stored information, including, but not limited to, any and all books, estimates, records, contracts, escrow bid documents, bid cost data, schedules, subcontracts, job cost reports, and other data, including

computations and projections, of Trade Subcontractor, Lower-Tier Subcontractors and Suppliers related to bidding, negotiating, pricing, or performing the Work covered by: (i) a Change Order Request or Proposed Change Order; (ii) Force Account Work; or (iii) a Contract Claim. In the event that Trade Subcontractor is a joint venture, said right to examine, copy, and audit shall apply collaterally and to the same extent to the records of the joint venture sponsor, and those of each individual joint venture member. These limitations do not affect any other audit rights, including but not limited to the right to audit Trade Subcontractor books and records.

Upon written notice by Webcor/Obayashi Joint Venture or TJPA, Trade Subcontractor immediately shall make available at its office at all reasonable times the materials noted above for examination, audit, or reproduction. Notice shall be in writing, delivered by hand or by certified mail, and shall provide no fewer than five-days' notice of the examination and/or audit. Webcor/Obayashi Joint Venture and TJPA may take possession of the records and materials noted in above by reproducing documents for off-site review or audit. When requested in Webcor/Obayashi Joint Venture's or TJPA's written notice of examination and/or audit, Trade Subcontractor shall provide Webcor/Obayashi Joint Venture and TJPA with copies of electronic documents and electronically stored information in a reasonably usable format that allows Webcor/Obayashi Joint Venture and TJPA to access and analyze all such documents and information. For documents and information that require proprietary software to access and analyze, Trade Subcontractor shall provide Webcor/Obayashi Joint Venture and TJPA with two licenses each with maintenance agreements authorizing Webcor/Obayashi Joint Venture and TJPA to access and analyze all such documents and information.

Webcor/Obayashi Joint Venture and TJPA have sole discretion as to the selection of an examiner or auditor and the scope of the examination or audit.

Webcor/Obayashi Joint Venture and TJPA may examine, audit, or reproduce the materials and records under this Paragraph from the date of award until four years after Final Completion, unless such period is extended by written notice from Webcor/Obayashi Joint Venture and TJPA to the Trade Subcontractor within the four-year period.

Failure by the Trade Subcontractor to make available any of the records or materials noted above or refusal to cooperate with a notice of audit shall be deemed a material breach of the Contract and grounds for Termination For Cause.

Trade Subcontractor shall insert a clause containing all the provisions of this Paragraph in all subcontracts of Lower-Tier Subcontractors and Suppliers for this Contract over \$10,000.

K. Closeout

1. As-Builts

- a) Trade Subcontractor shall maintain a set of up-to-date as-built drawings on site at all times. Proof of up-to-date as-builts will be a requirement for monthly invoice approval and progress payment.
- b) In addition to requirements outlined in the Bidding Documents, electronic copies shall be provided by Trade Subcontractor in PDF form, colored, with changes marked in red for review.
- c) Each sheet of the As-Builts shall be separate electronic files, labeled by sheet name.
- d) Trade Subcontractor shall e-mail the electronic As-Builts to Document Control by the last working weekday of the month. If files are too large a CD may be sent to Webcor/Obayashi by the last weekday of each month.
- e) At conclusion of construction, prior to Webcor/Obayashi Joint Venture releasing retention/final payment to Trade Subcontractor, Trade Subcontractor must provide one

compact disk containing electronic files in .dwg format and PDF format and three (3) sets of accurate and complete As-Built drawings.

f) Operation and Maintenance Manuals shall be submitted 12 months prior to start of Commissioning. Complete As-Built drawings are due upon completion or payment will be withheld until received and approved.

End of Section IV – Trade Subcontractor Requirements

V. Webcor/Obayashi Bidding Forms

A. Bidding Checklist (BCL)

1. Non pre-qualified Bidders shall submit **to Webcor/Obayashi Joint Venture** the completed RFQ package **at least ten (10) calendar days prior** to the date of receipt of Bids:

RFQ Package

2. Bidders shall use the following form in conjunction with specification section Product Options and Substitution (Section 01 16 30) for questions and requests for substitution. Such forms must be submitted **to Webcor/Obayashi Joint Venture no later than the date and time specified in Exhibit A:**

Questions on Bid Documents (QBD)

3. Each Bidder shall **submit with its Bid** the following forms, properly completed and executed:

Bidding Checklist (BCL)

Executed Bid Form with contractor's license number and expiration date.

Notarized Bid Bond Form (BB), including Bid Bond equal to five percent (5%) of the Base Bid OR Certified Check OR Letter of Credit

Subcontractor List (SL)

Bidders/Proposers Information Request Form (Section 00 08 21/AT3-B)

Business Tax Registration Declaration (Section 00 04 54)

Current Business Tax Registration Certificate

Certified, audited financial statement verifying Qualification information

Acknowledgment of Receipt of Addenda (ARA)

Signed Original Acknowledgement of Receipt and Review - Project Bidding Manual (ARR)

Highest Prevailing Rate Certification (Section 00 04 60)

Certificate of Bidder Regarding Apprenticeship Training Program (Section 00 04 65)

Noncollusion Affidavit (Section 00 04 80)

Fly America Certification (00 08 13/APA)

Buy America Certification (00 08 13/APA)

New Restrictions on Lobbying Certification (Section 00 08 13/APA)

Resumés of the Trade Subcontractor's proposed project team

Labor and Equipment Hourly Rate Sheet for the Trade Subcontractor

Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 00 08 13/APA)

SBE Participation Good Faith Efforts Form (Section 00 08 21/AT3-C)

4. **Envelopes containing Bids shall be sealed, addressed to the TJPA Executive Director and designated as Transbay Transit Center (Webcor/Obayashi Joint Venture Contract No. 30100(Refer to Long Form Subcontract for specific #####)). Envelopes shall bear the name and address of the Bidder.**

Transbay Joint Powers Authority

201 Mission Street, Suite 2100

San Francisco, CA 94105

Attn: Webcor/Obayashi Joint Venture

5. **Within three (3) business days after the date of Bid opening**, the apparent three (3) low Bidders shall submit **to the TJPA**, a set of Escrow Bid Documents specified in Section 00 02 12 accompanied by a signed Escrow Bid Document Declaration form (refer to Section 00 04 52).

6. **Within five (5) business days and no later than 5 p.m. on the fifth business day after the date of Bid opening**, the apparent low Bidder, and any other Bidder so requested, shall submit **to the TJPA**, the following Bid forms and documentation, completed and properly signed:

- Bidders/Proposers Information Request Form (Section 00 08 21/AT3-B) (If updated since Bid opening)
7. **Within ten (10) business days after the date of Bid opening**, Bidders shall submit **to the TJPA**, the following:
- Requests for Substitution —for “or equal” product (Section 00 04 40)
 - Certification of Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension (Section 00 04 83) completed by each Subcontractor, lower-tier Subcontractor, and supplier for lower-tier covered transactions of \$25,000 or more.
8. **Within ten(10) business days after the Notice of Intent to Award**, Successful Trade Subcontractor shall submit **to Webcor/Obayashi Joint Venture**, the following:
- Corporate Authority
 - Power of Attorney
 - Proof of Status as Signatory to Apprenticeship Program OR Proof of Payment
 - Trade Subcontractor Daily Report Form for Review and Approval
 - Subcontracting Request Form (SR)
 - W-9 Form
 - Description of Bid Items and Schedule of Values (Section 01 10 26)
 - Quality Assurance/Quality Control (QA/QC) Program
 - Health and Safety Plan
 - IIPP
 - Logistics Plan
 - Trade Subcontractor’s Project Organizational Chart
 - Traffic Control Plans (Section 01 15 70)
 - Parking and Storage Plans (Section 01 15 70)
 - Certification of four or more flag persons, as necessary (Section 01 15 70)
 - Material Specifications (Section 01 15 70)
 - Sign Inventory Form (Section 01 15 70/AT3)
9. **Within five (5) business days after the Award/Subcontract**, Successful Trade Subcontractor shall submit **to Webcor/Obayashi Joint Venture**, the following:
- Certificate of Subcontractor Regarding Apprenticeship Training Program (Section 00 04 66) completed by each Subcontractor who employs journeymen or apprentices in an apprenticeable craft or trade
 - Billing Projection
 - Month-by-month Manpower/Resource Projection
 - Submittal Schedule
 - Complete MSDS package
 - CPM Trade Package Progress Schedule
 - BIM Breakdown Sheet (Exhibit F)
 - CityBuild Workforce Projection Form (Section 00 08 20/AT1)
 - Noise Mitigation Plan (Section 00 08 13)
 - Air Quality Plan (Section 00 08 13)
 - Executed Long Form Subcontract, two (2) original signed copies
 - Copy of the “dba” certificate filed and certified by the County Clerk, if applicable
 - Performance and Payment Bond, two (2) original signed copies
 - Insurance Certificates and Endorsements, two (2) original signed copies
 - Construction and Demolition Debris Management Plan/Solid Waste Management Plan
 - Storm Water Prevention Plan(SWPPP), if applicable
 - Labor Rate Breakdown (in compliance with Section 00 07 00 Article 6.06)
10. Webcor/Obayashi Joint Venture reserves the right after opening Bids to reject any or all Bids, and to waive any minor irregularity in a Bid.

END OF BCL

B. Questions On Bidding Documents (QBD)

Project: Transbay Transit Center

Contract No.

To: Webcor/Obayashi Joint Venture

(See Exhibit A for Contact Information)

From: _____ Date _____
Firm: _____ Tel: _____
_____ Fax: _____

Spec. Paragraph(s):
Section: _____

Drawing Detail(s):
Sheet: _____

Question: _____

{WEBCOR/OBAYASHI USE} QBD No. ____
Rec'd: _____
TJPA to: _____ Date: _____
Cnslt to TJPA: _____
Adden. Req'd: Yes ___ No ___
To Bidders: Yes ___ No ___

o Mark this circle if the QBD can be answered by Bidder's review of the documents. Reply with location(s) where the information can be obtained.

Reply: _____

By: _____ Firm: _____ Date: _____

The reply is an answer to a Bidder's question. The reply does not change the Bid Documents unless the information contained therein is issued in an Addendum. At the sole discretion of Webcor/Obayashi Joint Venture, the question and reply may be returned to the questioner and distributed to those on the Plan Holders List for informational purposes.

END OF QBD

C. Bid Bond Form (BB)

Bidder shall have this Bid Bond form executed as indicated below unless Bid is accompanied by certified check.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Trade Subcontractor as principal and the undersigned Surety as obligator, are held and firmly bound unto the Webcor/Obayashi Joint Venture, as obligee, in the penal sum of _____ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

That the Trade Subcontractor as principal is submitting a Bid for certain work to be performed for the said Webcor Obayashi Joint Venture described as follows:

TRANSBAY TRANSIT CENTER PROJECT

(CMGC Contract No. 08-04-CMGC-000)

Project No. 30100

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by said principal be accepted and the Contract be awarded to said principal and if said principal shall within a period of ten (10) days after such award enter into the Contract so awarded and file the required performance and payment corporate surety bonds certificates of insurance, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20____.

(Corporate Seal)

Name of Firm, Corporation, Partnership or Joint Venture

Principal

By

(Corporate Seal)

Surety

Attorney in Fact

By

END OF BB

D. Acknowledgment of Receipt of Addenda (ARA)

If Addenda to the Bid Documents have been issued for this Contract, please indicate receipt thereof by filling in the appropriate Addendum number and filling in date received below.

| | | | |
|--------------|-------|---------------|-------|
| Addendum No. | _____ | Date Received | _____ |
| Addendum No. | _____ | Date Received | _____ |
| Addendum No. | _____ | Date Received | _____ |
| Addendum No. | _____ | Date Received | _____ |
| Addendum No. | _____ | Date Received | _____ |
| Addendum No. | _____ | Date Received | _____ |
| Addendum No. | _____ | Date Received | _____ |

A BID MAY BE RENDERED NONRESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

Bidder's Name

Name and Title of Signer

Bidder's Street Address

Bidder's City, State, ZIP

Bidder's Telephone No.

Signature of Bidder or Authorized Representative

Date

END OF ARA

E. Subcontractor List (SL)

Bidder shall provide the requested information for each subcontractor who shall perform work in excess of 1/2 of 1% of the Grand Total Bid Price. If this project involves the construction of streets, highways, or bridges, Bidder shall provide the information for each subcontractor who shall perform in excess of 1/2 of 1% of the Grand Total Bid Price or \$10,000, whichever is greater.

Under San Francisco Administrative Code section 6.21A(9) and California Public Contract Code section 4104, failure to provide at a minimum the name, location of the place of business, and the portion of work to be performed by each such subcontractor may render the bid nonresponsive or the Bidder unqualified to perform the work under this Contract. Bidders may provide license numbers or additional identifying information within 24 hours of the time bids are received. Where Webcor/Obayashi Joint Venture cannot identify a subcontractor with the information provided by a Bidder or where conflicting information is provided, Webcor/Obayashi Joint Venture may consider the subcontractor unlisted for purposes of Public Contract Code section 4106.

Bidder shall also list all SBE subcontractors and suppliers, including the respective subcontract dollar amounts for each, on the Bidders/Proposers Information Form in order to receive participation credit toward the SBE participation goal. Failure to include this information with the Bid may result in a determination that the Bidder has not met the SBE participation goal and its bid is therefore nonresponsive.

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Amount of Subcontract: _____

Contractor's License No.: _____

San Francisco Business Tax Registration No.: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Amount of Subcontract: _____

Contractor's License No.: _____

San Francisco Business Tax Registration No.: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Amount of Subcontract: _____

Contractor's License No.: _____

San Francisco Business Tax Registration No.: _____

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Amount of Subcontract: _____

Contractor's License No.: _____

San Francisco Business Tax Registration No.: _____

Subcontractor Name: _____

Address: _____

Portion of Work: _____

Amount of Subcontract: _____

Contractor's License No.: _____

San Francisco Business Tax Registration No.: _____

Provide for each Subcontractor listed on SL: (a) California contractor's license in accordance with section 7030.5 of the California Business and Professions Code, and (b) San Francisco business tax registration certificate number in accordance with San Francisco Ordinance 345-88.

Copy this page as needed to provide a complete listing.

END OF SL

F. Subcontracting Request (SR)

BOND NO. _____

Prior to starting Work to be subcontracted, Trade Subcontractor shall submit for Webcor/Obayashi Joint Venture's acceptance the following statement of the Work to be subcontracted, the names of Lower-tier Subcontractors, suppliers and truckers and description and amount of Work to be subcontracted, and attesting that such subcontracting will conform to the requirements of the Contract Documents. Submit one (1) completed Subcontractor Request for each subcontract under the Contract. Substitution or replacement of such Subcontractors shall be made only when approved in writing by Webcor/Obayashi Joint Venture as set forth in California Public Contract Code section 4107.

Contract No. _____ Contract Title: _____

Trade Subcontractor's Name: _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

I certify that the following subcontracting conforms to the requirements of the Contract Documents and that executed subcontract(s) will incorporate all applicable provisions of the Contract Documents in accordance with the requirements of the Long Form Subcontract

Signature of Trade Subcontractor's authorized representative: _____

Title: _____

Date: _____

Lower-tier Subcontractor Name: _____

Address: _____

Phone: _____ Fax: _____ e-mail: _____

Portion of Work or Bid Item, if applicable: _____

Percent of Portion or Bid Item Subcontracted: _____ % Amount of Subcontract: \$ _____

Percent of Portion or Bid Item performed by SBE joint venture partner, if applicable: _____ %

Describe Work if less than 100% of Portion or Bid Item is Subcontracted: _____

Subcontracting Type (check applicable boxes):

- Specialty; California specialty license: _____ expiration date: _____
- Listed on SL – Subcontractor List
- Caltrans certified DBE; date certified as DBE: _____
- Certified SBE; certified by: _____ date certified: _____

Transmit to: Webcor/Obayashi Joint Venture; date transmitted: _____

END OF SR

BOND NO. _____

PREMIUM _____

G. SUBCONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and as Surety, are held and firmly bound unto As Obligee, in the penal sum of

_____ DOLLARS (), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made part hereof, with the Obligee dated 20 , for

_____ being part of the work Covered by a contract dated on or about , 20 between Hereinafter called Owner, and the said Obligee for

which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of said agreement on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said agreement, performance of all obligations, and guarantees of the Obligee relating to such work under the contract with the Owner; then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in character or scope of the work to be performed, or the method of performance under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Obligee, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no one other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have the right of action under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereinto set their hands and seals, this _____ day of _____ 20 .

Affix Corporate Seal By: _____

Affix Corporate Seal By: _____

BOND NO. _____

PREMIUM _____

H. SUBCONTRACTOR PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and as Surety, are held and firmly bound unto As Oblige, in the penal sum of

_____ DOLLARS (), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain agreement which is hereto attached and made part hereof, with the Oblige dated 20 , for _____ being part of the work Covered by a contract dated on or about , 20 between Hereinafter called Owner, and the said Oblige for

which contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the contract to be performed under said agreement, and shall indemnify and save harmless the Oblige from all loss, liability, costs, damages penalty, attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof by the Oblige necessary to insure orderly prosecution of work or other items or services used in, upon or for incurred in connection with the contract to be performed under agreement, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said agreement, any change in character or scope of the work to be performed, or the method of performance under said agreement or modification of said agreement or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the said Oblige and the Owner or any change that may be made in the performance of the work under said agreement by the Principal, assented to by the Oblige, whether made under express agreement or not, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, the Surety hereby consenting to and waiving notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Oblige with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material, machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said contract shall have a direct right of action against said principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereinto set their hands and seals, this _____ day of _____ 20 .

Affix Corporate Seal By: _____

Affix Corporate Seal By: _____

I. Acknowledgment of Receipt and Review - Project Bidding Manual (ARR)

The Project Bidding Manual has been issued for this Contract, please indicate receipt and review thereof by filling in the appropriate date received and signing below.

Project Bidding Manual Date. _____ Date Received & Reviewed _____

A BID MAY BE RENDERED NONRESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT AND REVIEW OF THE PROJECT BIDDING MANUAL ISSUED FOR THIS CONTRACT.

Bidder's Name (Sign)

Name and Title of Signer (Print)

Bidder's Street Address

END OF ARR

ISSUANCE/REVIEW LOG

| REV No. | ISSUE | DATE |
|---------|--------------------------|------------|
| 0 | Not Issued For "CURRENT" | 2010-07-30 |
| 1 | Not Issued For "CURRENT" | 2010-08-30 |
| 2 | Not Issued For "CURRENT" | 2010-09-10 |
| 3 | Not Issued For "CURRENT" | 2010-09-22 |
| 4 | Not Issued For "CURRENT" | 2010-10-01 |
| 5 | Not Issued For "CURRENT" | 2010-10-13 |
| 6 | Not Issued For "CURRENT" | 2010-10-29 |
| 7 | Not Issued For "CURRENT" | 2010-11-03 |
| 8 | Not Issued For "CURRENT" | 2010-11-17 |
| 9 | Not issued for "CURRENT" | 2010-12-27 |
| 10 | Issued for "CURRENT" | 2011-02-11 |

END OF PROJECT BIDDING MANUAL