EXHIBIT A - Trade Subcontractor Manual and Forms – Contract # 301000510

<u>**C**...</u> Request for Proposals Package # TG05.10: Temporary Facilities **Rev. C** <u>...C</u>

February 13, 2014



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1. INTRODUCTION

Webcor/Obayashi Joint Venture issues this Request for Proposals (RFP) for the Temporary Facilities Package for the Transbay Transit Center Project from firms or individuals (Trade Subcontractors) with expertise in Temporary Facilities services. The successful Trade Subcontractor must demonstrate experience in its respective field as outlined within this RFP.

Based on its evaluation of the Proposals received in response to this RFP, Webcor/Obayashi Joint Venture may select one or more Trade Subcontractors to enter into negotiations based on proposed fees and scope of services described in Section 4 below. The selection of any Trade Subcontractor to enter into negotiations shall not imply Webcor/Obayashi Joint Venture's acceptance of all terms of the Trade Subcontractor's Proposal; terms may be subject to further negotiations. Webcor/Obayashi Joint Venture shall have no obligation unless and until a final agreement is entered into by the parties following approval by the Transbay Joint Powers Authority (TJPA) Board of Directors (TJPA Board).

Once the agreement is executed, Webcor/Obayashi Joint Venture will require the selected Trade Subcontractor(s) to perform the Services upon Webcor/Obayashi Joint Venture's request. Such Services will be authorized through the issuance of task orders. The agreement will be for a period not to exceed four (4) years, although Webcor/Obayashi Joint Venture will have the option to extend the term for three (3) 1-year options, by mutual agreement of the parties.

There is no guarantee that Webcor/Obayashi Joint Venture will issue any Notice to Proceed (NTP) and Webcor/Obayashi Joint Venture may terminate the Agreement at any time.

2. KEY DATES

Each Trade Subcontractor shall submit their Proposals and other applicable sections and forms as required herein.

Pre-Proposal Conference: A pre-proposal conference for Trade Subcontractors interested in submitting Proposals will be held on **January 16, 2014**, at **2:00 pm** in the **Webcor/Obayashi offices at 175 Beale Street, San Francisco, California 94105**. This meeting will include information for the Small Business Enterprise (SBE) participation requirements.

Last Day for Questions: Questions or clarifications regarding the RFP <u>must be</u> submitted in writing no later than 2:00 pm on January 30, 2014 to Webcor/Obayashi Joint Venture, 175 Beale Street, San Francisco, CA, 94105, via email to <u>TransbayBidding_TG05.10@webcor-obayashi.com</u>. No questions will be accepted after 2:00 p.m. on January 30, 2014. Answers will be posted on the TJPA website (http://transbaycenter.org/ > TJPA > Doing Business with the TJPA > Current Contract Opportunities > Temporary Facilities Package).

Proposal Due Date: Proposals must be received by Webcor/Obayashi Joint Venture no later than **2:00 p.m.** on **February 20, 2014** at the following address:

Attn: Sihaya Roselle 175 Beale Street San Francisco, CA 94105 Responses to this RFP that are not received by the time and date specified, do not contain all the required information and completed forms, or do not meet all qualifications shall be deemed non-responsive and rejected without consideration.

Trade Subcontractors may obtain copies of this RFP by downloading the document from the TJPA website: <u>http://transbaycenter.org/tjpa/doing-business-with-the-tjpa/current-contract-opportunities/temporary-facilities-rfp</u>). Information regarding how to obtain the drawings and specifications will be posted on the TJPA website on **January 7, 2014**.

Notification of Intention to Award Contract: On or about April 11, 2014

TJPA Board Vote to Approve the Contract Award: May 8, 2014

Package Timeline:	
Proposal Package Issued:	January 7, 2014
Pre-Proposal Meeting:	January 16, 2014 (2:00 pm)
QPD's Due:	January 30, 2014 (2:00 pm)
Proposal Packages Due:	February 20, 2014 (2:00 pm)
Finalist Trade Subcontractors Notified:	February 28, 2014
Finalist Interviews/Submissions:	March 10 - 20, 2014
Negotiations:	March 24 – April 10, 2014
Notification of Intention to Award Contract:	April 11, 2014
Protest Period:	April 14 - 18, 2014
TJPA Board Vote to Approve the Contract Award:	May 8, 2014 (May Board Meeting)

3. COMMUNICATION WITH WEBCOR/OBAYASHI JOINT VENTURE

At no time during the proposal process (defined as the time between issuance of this RFP and award of Trade Subcontract) shall prospective Trade Subcontractors contact any person(s) or staff of the TJPA Board of Directors, the TJPA, TJPA Program Management/Program Controls (PMPC) team (URS), Construction Manager/General Contractor (CM/GC) Webcor/Obayashi Joint Venture, CM Oversight (CMO) (Turner Construction), the Architect (Pelli Clarke Pelli Architects (PCPA) or any subconsultant to PCPA), or other TJPA Consultants regarding this RFP. The only contact is for submission of questions using the contact directions below.

Trade Subcontractors shall submit questions using the Questions on Proposal Documents (QPD) form through Webcor/Obayashi Joint Venture. Refer to the Request for Proposals Manual for the QPD form.

E-mail Webcor/Obayashi Joint Venture at TransbayBidding_TG05.10@webcor-obayashi.com.

4. SCOPE OF SERVICES

4.1 Package Scope Summary

Trade Subcontractor will furnish all services (collectively called the "Work") required to complete Project Work in accordance with the Contract Documents and Field Direction. The Trade Subcontractor is recognized as a licensed professional Trade Subcontractor and is required to provide a complete scope of work, including any items not shown in the Contract Documents which are typically included in this scope of work. The Work to be performed by the Trade Subcontractor includes, but is not limited to, the following:

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- 1. <u>Temporary Toilets and Sanitary Facilities:</u> Furnish, install, maintain and remove all required temporary toilets and sanitary facilities as directed by Webcor/Obayashi Joint Venture, including but not limited to standard chemical toilets, hand wash stations and eye wash stations.
- 2. DELETED <u>Waste Management:</u> Furnish, maintain and remove all required debris bins as directed by Webcor/Obayashi Joint Venture, including but not limited to source separated debris bins, recycling bins, trucking and fees.
- 3. <u>Temporary Elevator Operators:</u> Furnish all labor for operation of temporary elevators during construction.
- 4. <u>Miscellaneous Labor</u>: Furnish all labor as directed by Webcor/Obayashi Joint Venture, including but not limited to site clean-up, temporary protection and general maintenance.

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4.2 General Work

The Trade Subcontractor Work Requirements as established in the Request for Proposals Manual are clarified, modified and supplemented by the following information. If any conflict between this document and the Request for Proposals Manual exists, the more stringent will apply as determined by Webcor/Obayashi Joint Venture. All necessary work from mobilization to final completion shall be included in the scope of work.

General Scope:

Provide Temporary Facilities services per the contract documents. Trade Subcontractor shall include all labor, material, tools, equipment and supplies required in conformance with the contract documents. Trade Subcontractor's proposal shall include the cost of coordination, procurement, installation and removal of the work per the contract documents. Implementation and removal shall be as directed by Webcor/Obayashi Joint Venture and the construction documents. The work to be performed by the Trade Subcontractor generally is as noted but is not necessarily limited to the following:

- 4.2.1 Pre-Construction Coordination: Trade Subcontractor will meet with Webcor/Obayashi Joint Venture no more than 10 days after contract award regarding logistical planning and all applicable coordination.
- 4.2.2 Temporary Toilets and Sanitary Facilities
 - 1. Furnish, install, maintain and remove all required OSHA/Cal OSHA compliant temporary toilets and sanitary facilities as directed by Webcor/Obayashi Joint Venture, including but not limited to standard chemical toilets, hand wash stations and eye wash stations.
 - 2. Chemical toilets shall include toilet paper, garbage cans, seat protectors, toilet paper dispensers and be serviced regularly so that each unit is in full OSHA/ Cal OSHA compliance at all times. Lockable toilets shall also be made available with a lock and two keys per unit. Toilets placed above the ground level shall be equipped with lifting hooks for easy movement via crane. All toilets need to be easily movable via forklift or pallet-

jack. This Trade Subcontractor to perform all movement as directed by Webcor/Obayashi Joint Venture and furnish all necessary equipment for movements.

- 3. Temporary toilets shall be pumped out and cleaned weekly at a minimum, or as needed to maintain OSHA/ Cal OSHA compliant facilities, and avoid overtopping. Trade Subcontractor shall coordinate with other trades in the immediate area during pump out to avoid conflicts with other trade subcontractors' work and/or deliveries.
- 4. Portable hand wash stations shall be equipped with soap dispensers, soap, paper towels, paper towel dispensers, garbage cans and be serviced regularly so that each unit is in full operational condition at all times. All portable hand wash stations need to be easily movable.
- 5. Trash cans shall be placed at hand wash stations and emptied as needed to prevent the trash cans from overflowing, but no less than on a daily basis. Accumulation of trash and debris will not be tolerated.
- 6. Portable eye wash stations, in compliance with OSHA requirements, shall be provided as directed by Webcor/Obayashi Joint Venture and serviced regularly so that each unit is in full operational condition at all times.
- 7. Trade Subcontractor is responsible for maintaining all provided toilets, facilities and handwash stations to ensure proper and complete operation at all times. Trade Subcontractor is responsible for graffiti prevention and cleaning as part of standard maintenance.
- 8. Trade Subcontractor to provide an updated visible maintenance record on each temporary toilet, sanitary facility and eye wash station to comply with Cal OSHA regulations.
- 9. Double containment pans shall be supplied with temporary toilets, hand washing facilities and emergency eye-wash stations at all times.
- 10. Immediately clean up any and all spills. Provide spill clean-up kits in case of spill or overtopping.
- 11. Damaged temporary toilets, sanitary facilities, hand or eye wash stations shall be immediately marked as being out of service, removed and replaced within 24 hours.
- 12. Required locations for temporary toilets and sanitary facilities must be in accordance with all applicable Cal OSHA requirements and as directed by Webcor/Obayashi Joint Venture.
- 4.2.3 <u>C...</u> DELETED Waste Management
 - 1. Furnish, maintain and remove all required debris bins as directed by Webcor/Obayashi Joint Venture, including but not limited to source separated debris bins, recycling bins, disposal fees, and all trucking. Debris bins shall be at a flat rate. There shall be no time limits on debris bin rentals and weight overage charges shall be included in bin rates.
 - 2. Trade Subcontractor shall pay particular attention to and comply with requirements outlined in Specification Section 01 74 00 Construction & Demolition Debris Recovery Plan, Specification Section 01 81 13 General LEED Building Design & Construction Requirements, and Exhibit P Construction Waste Management Plan.
 - 3. Only registered transporters and facilities shall remove and process waste from the construction site. For a list of registered facilities and registered transporters, refer to the San Francisco Department of the Environment's website: www.SFEnvironment.org/c&d.
 - 4. Trade Subcontractor shall meet or exceed the minimum 75% diversion rate for all construction and demolition debris from landfills through waste prevention, reuse and recycling.
 - 5. Trade Subcontractor shall provide all required Construction & Demolition Debris and LEED documentation as outlined in the contract documents. All documentation must be submitted electronically. Waste tags shall be clear and legible (not copies of carbon copies) and match up perfectly with all reports, etc.
 - 6. Hook debris bins for easy movement via crane shall be provided as directed by Webcor/Obayashi Joint Venture.

- 7. All associated fees shall be included in the price of each bin.
- 8. Trade Subcontractor shall ensure that debris bins and their designated locations on site are clean and orderly at all times.
- Exact locations of debris and recycling bins to be determined by Webcor/Obayashi Joint Venture.
- 4.2.4 Temporary Elevator Operators
 - 1. Furnish all labor, as directed by Webcor/Obayashi Joint Venture, for operation of temporary elevators during construction.
 - 2. All Operators shall be properly certified and qualified for this work.
- 4.2.5 Miscellaneous Labor
 - 1. Furnish project labor, as directed by Webcor/Obayashi Joint Venture.
 - 2. Furnish all required equipment and materials, if necessary, for work as directed by Webcor/Obayashi Joint Venture. Total Hourly rates to include all charges for small tools, general cleaning supplies, trash bags, etc. No separate charges for said items will be accepted.
- 4.2.6 Provide all mobilizations necessary to complete this subcontract scope.
- 4.2.7 Include all freight to and from the jobsite.
- 4.2.8 All rates are firm throughout the duration of this project.
- 4.2.9 Work must be directed, in writing, by Webcor/Obayashi Joint Venture prior to commencement of work. No premium cost for overtime will be paid unless said overtime is specifically authorized in writing by Webcor/Obayashi Joint Venture prior to work commencing. All communication shall be through Webcor/Obayashi Joint Venture unless otherwise directed.
- 4.2.10 Daily activity for selected activities shall be as directed by Webcor/Obayashi Joint Venture. All Daily Reports and Field tickets shall be reviewed and signed daily by an approved Webcor/Obayashi Superintendent. Failure to submit fully compliant daily reports may result in partial payment denial.
- 4.2.11 Provide certified/qualified personnel as required to perform the work. Include back-up personnel to account for vacations, no shows and sickness as necessary. Webcor/Obayashi Joint Venture shall have approval of all personnel and reserves the right to remove and replace workers at any time.
- 4.2.12 Trade Subcontractor is responsible for all rigging when hoisting of equipment is required.
- 4.2.13 Equipment rental period begins once the equipment is on site and certified fully operational.
- 4.2.14 Submit written verification of all equipment and operator hours daily.
- 4.2.15 Trade Subcontractor shall not remove, alter, disfigure or cover up any signs, numbering, lettering or insignia displayed upon the equipment nor place any sign thereon unless agreed to by Webcor/Obayashi Joint Venture. Trade Subcontractor shall ensure that the equipment is not used beyond its capacity or subjected to careless or needlessly rough usage and that it will be operated in accordance with manufacturer's specifications and State and Federal OSHA regulations.
- 4.2.16 Trade Subcontractor shall provide adequate work space and clear access to the project site for all phases of work.
- 4.2.17 Access to adjacent properties must be maintained at all times for pedestrian entries, vehicle entries and loading docks of all adjacent properties during any stage of this contract scope.
- 4.2.18 Provide on-call emergency service with one hour on site response time.
- 4.2.19 Personnel and Equipment rates are per Attachment 9 Fee Schedule.
- 4.2.20 Trade Subcontractor is not required to provide a Bid Bond or a Payment and Performance Bond. Subguard will be used in lieu of a Payment and Performance Bond.
- 4.2.21 Finalize Rates Negotiated rate schedule to be included after award.
- 4.2.22 Mobilization will begin approximately in the second quarter of 2014.

The following items for this package are discussed in detail in section "IV. Trade Subcontractor Requirements" in the Project RFP Manual. Additional requirements and/or clarifications that are specific to the current Trade Package are included below, and align, as indicated, with the corresponding section of the Project RFP Manual.

- A. General Information Supplemental Instructions
 - 15. Temporary Toilets and Sanitary Facilities: This Trade Subcontractor to provide temporary toilets and sanitary facilities for the project as outlined above.
 - 28. Project Supervision and Management Trade Subcontractor shall provide one full time on site Representative who will act as a single point of contact with Webcor/Obayashi Joint Venture.
 - 44. Quality Control

Trade Subcontractor is not required to provide a dedicated full-time Quality Control (QC) Manager for the duration of the Work. Trade Subcontractor shall provide QC management and supervision for work performed per and determined by Webcor/Obayashi Joint Venture.

55. Construction Waste Management Plan: This Trade Subcontractor to provide debris bins for the project as outlined above.

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5. SMALL BUSINESS ENTERPRISE (SBE) GOALS

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As allowed for under the TJPA Small Business Enterprise (SBE) Program, trade package TG05.10 has an established SBE utilization goal of 100 70%. Trade Subcontractors for trade package TG05.10 are required to be a certified SBE in order to propose for this scope of work. The TJPA accepts certifications from the following as SBEs: any state's Unified Certification Program, California Department of General Services, and the Contract Management Division of the Office of the City Administrator (formerly the San Francisco Human Rights Commission). Sub tier Trade Subcontractors must be certified as SBEs in order to count towards the goal of 100 70% participation. The SBE Program is further defined in Contract Specification Section 00 08 21. Trade Subcontractors will be required to submit a plan for achieving 100 70% SBE participation on this package.

Webcor/Obayashi Joint Venture recommends that Proposers review the TJPA's SBE Program, available on the TJPA website: http://www.transbaycenter.org > TJPA > Doing Business with the TJPA (http://transbaycenter.org/tjpa/doing-business-with-the-tjpa).

Written questions concerning SBE and nondiscrimination requirements shall be on QPD forms and submitted in accordance with Section 3.

6. PROPOSAL REQUIREMENTS

Submission of Proposals

Webcor/Obayashi Joint Venture must receive Proposals at the address identified in Section 2 Key Dates by the "Proposal Due Date". This is a mandatory requirement and will not be waived by Webcor/Obayashi Joint Venture. Any Proposal received after this deadline will be rejected and returned unopened to the Trade Subcontractor. Trade Subcontractors choosing to mail their Proposals

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must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Trade Subcontractor's responsibility to ensure its Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted. In submitting proposals, the Trade Subcontractor accepts the terms and conditions of the Webcor/Obayashi Joint Venture Long Form Subcontract attached herein. Proposals which are in any way conditional or which make alterations, omissions, or qualifications to the terms of the RFP documents shall be rejected as incomplete, unqualified or non-responsive.

Proposal Opening

Webcor/Obayashi Joint Venture will open Proposals after the submission deadline has passed. Proposals will remain confidential until Webcor/Obayashi Joint Venture has reviewed all properly submitted Proposals and Webcor/Obayashi Joint Venture has issued a Notice of Intent to Award a Contract.

Amendment and Withdrawal of Proposal

The Trade Subcontractor may amend and resubmit its Proposal at any time before Proposals are due. The amendment must be in writing, signed by the Trade Subcontractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. If Trade Subcontractor wishes to withdraw its Proposal it must notify Webcor/Obayashi Joint Venture in writing prior to the Proposal due date.

Proposal Clarification Process

Webcor/Obayashi Joint Venture reserves the right to contact Trade Subcontractors after Proposal submission for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, and/or a review of past performance. Webcor/Obayashi Joint Venture will not consider information received from or through a Trade Subcontractor if the information materially alters the content of the Proposal or the type of goods and/or services the Trade Subcontractor is offering to Webcor/Obayashi Joint Venture. An individual authorized to legally bind the Trade Subcontractor shall sign responses to any request for clarification. Responses shall be submitted to Webcor/Obayashi Joint Venture within the time specified in the Webcor/Obayashi Joint Venture's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

Appeals Process

Where a timely and completed application results in a rating below that necessary to qualify, an appeal can be made. The Trade Subcontractor may file an appeal by delivering a completed Request for Appeal (Attachment 6) to Webcor/Obayashi Joint Venture, no later than five days after the notification date. Without a timely appeal, the Trade Subcontractor waives any and all rights to challenge the decision of Webcor/Obayashi Joint Venture, whether by administrative process, judicial process or any other legal process or proceeding.

If the Trade Subcontractor files a complete and timely Request for Appeal, a review of the appeal shall be conducted so that it is concluded soon after receipt of the Request. The review shall be an informal process conducted by Webcor/Obayashi Joint Venture, PMPC, and the TJPA and will be based upon the information submitted by the Trade Subcontractor in its Request for Appeal. Webcor/Obayashi Joint Venture will notify the Trade Subcontractor in writing of the decision at the conclusion of the review. The decision is final and is not subject to appeal or challenge whether by administrative process, judicial process or any other legal process or proceeding.

Costs of Preparing the Proposal

The costs of preparation and delivery of Proposals are solely the responsibility of Trade Subcontractors.

No Commitment to Contract

Webcor/Obayashi Joint Venture reserves the right to reject any or all Proposals received in response to this RFP. Issuance of this RFP in no way constitutes a commitment by Webcor/Obayashi Joint Venture to award a contract.

6.1 Written Submittal

One original, five copies of the Proposal and one CD or USB drive with the Proposal in Adobe Portable Document Format (PDF) with supporting material must be received by Webcor/Obayashi Joint Venture by the proposal due date and address noted in Section 2.

Proposals shall adhere to the format and page limitations described in Section 6.1 below. Proposals shall be printed on $8\frac{1}{2} \times 11$ -inch paper and use both sides of a page (each side counts against the page limit). Typeface shall be no smaller than 11 point; margins shall be no less than 1 inch. Elaborate brochures or other presentation materials are not desired and will not be considered in evaluating Proposals.

Proposals shall be organized in the following sequence:

6.1.1 - Introduction and Executive Summary (2 page limit)

Submit a letter of introduction and an executive summary of the Proposal package. The introductory letter must be signed by a person or persons authorized to obligate the firm (or firms if a joint venture) to honor the commitments set forth in the Proposal package and to verify the accuracy of the information included in the Proposal package. Submission of the introductory letter will constitute a representation by the firm or joint venture that it is willing and able to successfully perform the Services, and that all information contained in the Proposal package is true, correct, and not misleading in any material way.

6.1.2 - Qualifications and Experience (No page limit) [130 points]

1. Provide a complete project profile for three similar completed projects in the past five years. Also provide a profile on the three largest projects completed in the past five years. Names and references provided by Trade Subcontractor must be current and verifiable.

Project Experience Requirements:

a. Trade Subcontractor shall provide information on at least three completed projects that are similar in nature to the Temporary Facilities Trade Package and other related construction. Include information of relevant experience for any second tier contractor included within the Qualification Statement. Projects shall have been completed within the last five years.

b. Use of Attachments 3 and 4 is recommended to submit the project information. Subcontractor may submit standard project profiles, but they must contain all information requested in Attachments 3 and 4.

c. Provide supplemental information on Proposer's tracking systems for design, fabrication and delivery of all required components.

2. Using Attachment 5, provide a list of all projects performed in an urban environment. Include City and County of San Francisco (CCSF) projects, if applicable, that Proposer has been involved in within the last five years. This refers to all projects performed for CCSF, irrespective of geographical location.

3. Additionally, complete all items noted in Attachment 1 – Essential Requirements Work Sheet of this RFP. Attachment 1 is scored with Pass/Fail and Point accumulation and constitutes 60 of the 120 points required under this Section.

6.1.3 – Proposed Staffing Plan (5 page limit) [10 points]

Describe the staffing plan to complete Proposed Services. The proposed team needs a minimum of the following full time (key/lead) assigned personnel to this project: One (1) Full Time On-site Representative.

Specifically, provide the name, title, business address, and phone number of key management staff that would be assigned to provide Services along with qualifications and work experience of each such management staff member, including brief résumés if necessary. (Note that the length of résumés may need to be shortened to avoid exceeding the maximum page limit established for this section.) Describe the role each staff member would play in providing Services. Provide an organization chart of key members, showing the contractual and reporting relationship of each member.

6.1.4 - References (3 page limit) [10 points]

Provide current references that may be contacted by Webcor/Obayashi Joint Venture for at least five (5) recent clients (preferably for public agencies) for the Trade Subcontractor firm and assigned key staff. Include the reference name, position, agency, address, telephone number, email, and specific project for each reference. Trade Subcontractors providing references that do not respond to a Webcor/Obayashi Joint Venture request for a reference may be scored lower or zero in this category.

6.1.5 - Fee Proposal (No page limit) [50 points]

Each Trade Subcontractor shall submit within its Proposal its Fee Proposal (Attachment 9) detailing the billing rates for direct labor, labor overhead and other direct costs for any Trade Subcontractor and sub-tier Trade Subcontractors listed in the Proposal and for all other staff included in the Trade Subcontractor's organization that will be performing the services described in Section 4.0. The following information shall be included:

- For each firm, including each sub-tier Trade Subcontractor, provide comprehensive hourly rates for all proposed staff members including, but not limited to, management, technical or professional staff and direct current hourly rates by position for any support personnel where applicable. Hourly rates are to be based on Schedule A rates.
- For each firm, including each sub-tier Trade Subcontractors, a list of estimated expenses (i.e., vehicles, equipment, tools, supplies, etc.).
- Provide a detailed breakdown of inclusions for all hourly and monthly rates.
- Cut sheet of proposed equipment must be included in proposal package.

The Proposal shall include contract pricing applicable for the <u>entire contract period</u>, including option years. Clearly define all costs. Schedule A rates may or may not change each year as defined by the Unions. Overhead and Profit percentage rates will remain constant for the duration of the contract and be applied to the Schedule A rates.

Proposal Check List

Trade Subcontractors shall submit their proposals in accordance with RFP submittal requirements. Trade Subcontractors shall refer to the Attachment 2 – Request for Proposals Checklist contained herein for submission requirements.

Rejection of Proposals

Trade Subcontractors must furnish all information necessary to enable Webcor/Obayashi Joint Venture to evaluate Proposals. Oral information provided at time of proposal submission by any Trade Subcontractor shall not be considered part of the Trade Subcontractor's Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected outright and Webcor/Obayashi Joint Venture will not evaluate a Proposal for reasons including and without limitation:

- Failure to deliver Proposal by the specified deadline and per submittal procedures.
- Proposal is incomplete or does not meet minimum qualifications.
- The Trade Subcontractor acknowledges that a mandatory requirement of the RFP cannot be met.
- The Trade Subcontractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements.
- The Trade Subcontractor's Proposal limits the rights of Webcor/Obayashi Joint Venture.
- Failure to include information necessary to substantiate compliance with RFP requirements.
- Failure to timely respond to Webcor/Obayashi Joint Venture's request for information, documents, or references.
- Failure to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in the RFP Manual and Section 6 and Attachment 1 of this RFP.
- Failure to submit a completed proposal check list from the RFP Manual and Attachment 2 of this RFP.
- The Trade Subcontractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- The Trade Subcontractor initiates unauthorized contact regarding the RFP with Webcor/Obayashi Joint Venture or TJPA employees or other TJPA consultants.
- The Trade Subcontractor provides misleading or inaccurate responses.
- There is insufficient evidence (including evidence submitted by the Trade Subcontractor and evidence obtained by Webcor/Obayashi Joint Venture from other sources) to satisfy Webcor/Obayashi Joint Venture that the Trade Subcontractor is a responsible Trade Subcontractor and/or that the Proposal is responsive.
- The Trade Subcontractor alters the language of forms or attachments within this RFP.

No Conflict of Interest

Webcor/Obayashi Joint Venture and the TJPA shall disqualify any Trade Subcontractor to this RFP that has a conflict of interest under Section C8.105 of the San Francisco Charter, Government Code Section 1090, et. seq., the Political Reform Act (Government Code Section 87100 et. seq.), or any other applicable conflict of interest laws. Any false, incomplete, or otherwise unresponsive statements made in connection with a proposal may be cause for its disqualification at Webcor/Obayashi Joint Venture and the TJPA's sole discretion.

Nonmaterial Variances

Webcor/Obayashi Joint Venture reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of Webcor/Obayashi Joint Venture, it is in Webcor/Obayashi Joint Venture's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Trade Subcontractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event Webcor/Obayashi Joint Venture waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Trade Subcontractor from full compliance with RFP

specifications or other Contract requirements if the Trade Subcontractor is awarded the Contract. The determination of materiality is in the sole discretion of Webcor/Obayashi Joint Venture.

Reference Checks

Webcor/Obayashi Joint Venture reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Trade Subcontractor's qualifications and the qualifications of any Trade Subcontractor identified in the Proposal.

Information from Other Sources

Webcor/Obayashi Joint Venture reserves the right to obtain and consider information from other sources concerning a Trade Subcontractor, such as the Trade Subcontractor's capability and performance under other contracts, the qualifications of any Trade Subcontractor identified in the Proposal, the Trade Subcontractor's financial stability, past or pending litigation, and other publicly available information.

Verification of Proposal Contents

The content of a Proposal submitted by a Trade Subcontractor is subject to verification. If Webcor/Obayashi Joint Venture determines in its sole discretion that the content is in any way misleading or inaccurate, Webcor/Obayashi Joint Venture may reject the Proposal.

Disposition of Proposals

All Proposals become the property of Webcor/Obayashi Joint Venture and shall not be returned to the Trade Subcontractor. Once Webcor/Obayashi Joint Venture issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for sealed Fee Proposals and proprietary information for which Trade Subcontractor properly requests confidential treatment or according to exceptions provided in applicable state or local laws.

7. SCHEDULE

A schedule is provided for reference only (see Exhibit I). The schedule is to clarify preceding and succeeding activities to this Trade Package work, as approved by the TJPA, for Proposals. Assume schedule activities to start plus or minus 90 calendar days from date indicated in the Exhibit I. The Schedule in Exhibit I does not show detailed breakdowns for minor work items. Trade Subcontractor shall coordinate with other trade subcontractors for detail work schedules and all cost associated with the schedule coordination shall be included in the Proposal. The schedule activities in Exhibit I between the date of the Notice to Proceed and the Completion Date of each Zone should not be assumed to be complete or a binding work plan.

8. CONTRACT DOCUMENTS LIST

Contract Document List 8.1

The Contract Documents for this Trade Package include the following, as well as Supplemental Documents shown in Section 8.2 below:

Document Name	Description	Revision Name	Issue Date
Long Form		Rev. A	2014-01-21
Subcontract			
Specification Division	Division 00 and Division 01 defined		2014-01-02
00 and Division 01	in Specification Section 00 01 10		
Specification Division	Revisions for Division 00 and		2014-01-30
00 and Division 01	Division 01 defined in Specification		
	Section 00 01 10		
Technical	Not Applicable		
Specifications			
QPDs	Questions on Proposal Documents	TG05.10 RFP	2014-02-10
	(QPDs)		
Drawings	Not Applicable		
Project RFP Manual		Rev. 13	2014-01-07
	Trade Subcontractor Bid Package	Rev. B- C	2014-02-13
Exhibit A	Manual and Forms – Contract		2014-02-10
	#301000510		
Exhibit B	Warranty		2012-09
Exhibit C	Lien Releases	Rev. 07/2012	2012-08-22
Exhibit D	Sample Certificate of Insurance and		
	Additional Insured Endorsement		
Exhibit E	LEED Subcontractor Submission	Rev. 2	2013-03-04
	Letter and Data Sheet		
Exhibit F	Not Applicable		
Exhibit G	Subcontractor Payment Requisition		2012-04-03
Exhibit H	Site Specific Safety Plan	Rev. 8	2013-12-20
Exhibit I	Schedule	TG05.10 RFP	2014-12-26
Exhibit J	Contractor Quality Control Plan	Rev. 10	2013-11-04
Exhibit K	Sediment and Erosion Control Plan		2011-02

Document Name	Description	Revision Name	Issue Date
Exhibit L	Hazardous Materials Management Plan	Rev. 1	2011-03-11
Exhibit M	RFI Q&A Log		2014-01-02
Exhibit N	Noise & Vibration Mitigation Management Plan	Rev. 4	2012-09-07
Exhibit O	Air Quality Management Plan	Rev. 5	2012-01-16
Exhibit P	Construction Waste Management Plan	Rev. 6	2013-11-07
Exhibit Q	Apprenticeship Program	Rev. 0	2012-03-23
Exhibit R	Survey Information	Rev. 0	2012-03-23
Exhibit S	Traffic Control Plan	Rev. 2	2012-08-22
Exhibit U	Submittal Schedule	Rev. 0	2013-11-07
Exhibit W	Waterproofing		2011-05

<u>A B ...C</u>

8.2 Supplementary Documents List for Previously Released Trade Packages (as of January 03, 2014)

Several Trade Packages for the Transbay Transit Center Project have been previously issued, are currently under construction and/or are currently in the bidding process. This Trade Subcontractor shall review all of the supplemental documents listed below, which have been determined to be related to this Trade Package scope of work and be familiar with all conditions affecting this Trade Subcontractor's scope of work. All associated costs due to the conditions and plans of the reference documents including all coordination shall be included in the Fee Proposal.

The documents of the major related Trade Packages listed below are currently available through Webcor/Obayashi Joint Venture's FTP website:

Document Type	Description	FTP Folder
Supplementary Document	Change Orders	1
Supplementary Document	Field Orders	2
Supplementary Document	Submittals	3
Supplementary Document	TG03 Buttress, Shoring, Excavation (BSE) Documents	4
Supplementary Document	TG06.0 Below Grade Concrete Documents	5

		ر ۱	
Supplementary Document	TG07.1R Structural Steel	6	
· · ·	Superstructure Documents		
		Under Bid (The bid	
		documents are	
Supplementary Document	TG07.2 Structural Concrete	available. Refer to the	
Supplementary Document	Superstructure Documents	TJPA website to	
		obtain the	
		documents.)	
		Under Bid (The bid	
		documents are	
Supplementary Decument	TG08.1 Glazing Design-Build	available. Refer to the	
Supplementary Document	Documents	TJPA website to	
		obtain the	
		documents.)	
		Under Bid (The bid	
		documents are	
Supplementary Decument	TG08.2 Exterior Awning	available. Refer to the	
Supplementary Document	Documents	TJPA website to	
		obtain the	
		documents.)	
		Under Bid (The bid	
		documents are	
Sumalamentary Desument	TC19 1 Due Dome	available. Refer to the	
Supplementary Document	TG18.1 Bus Ramp	TJPA website to	
		obtain the	
		documents.)	
Supplementary Document	Exhibit M Attachments	50	

Trade Subcontractor is responsible for reviewing and coordinating its work with all supplementary information provided.

The Supplementary Documents are available for download on the following FTP website:

https://webcor.box.com/s/7edrvdy8uyk1704ijdiq

Password: WebcorBid!

9. EVALUATION PROCESS

Webcor/Obayashi Joint Venture intends to select one Trade Subcontractor. A Selection Committee will review and evaluate Proposals and will score Proposals in accordance with the criteria and methodology described in this RFP. Trade Subcontractor that receives the highest score in the selection process will be selected to negotiate an agreement with Webcor/Obayashi Joint Venture. The Agreement will require specific task orders to be authorized prior to issuance of a Notice to Proceed.

9.1 Step One: Proposal

9.1.1 Satisfaction of Requirements

Proposals will be evaluated to ensure that the Trade Subcontractor has demonstrated compliance with Section 6 of this RFP. Any non-compliant Proposal will be automatically rejected, and the project team will not evaluate the remainder of the Proposal.

9.1.2 Proposal Evaluation and Ranking

Proposals that satisfy the minimum requirements will be scored as follows:

Qualifications and Experience of Trade Subcontractor Firm	maximum 130 points
Proposed Staffing Plan	maximum 10 points
References	maximum 10 points
Fee Proposal	maximum 50 points

The maximum total score possible is **200** points. The Trade Subcontractors' Proposals will be ranked according to total score. Webcor/Obayashi Joint Venture will short-list those Proposals that meet a minimum score to be determined by the selection committee (Finalist Trade Subcontractors). Finalist Trade Subcontractors will be invited to participate in the final selection process. The final selection process may include the submission of additional information and/or participation in an oral interview.

9.2 Step Two: Interview

Webcor/Obayashi Joint Venture may invite the Finalist Trade Subcontractors to participate in oral interviews at a specified time, date, and location. Webcor/Obayashi Joint Venture shall impose a time limit for each oral interview. During the oral interview, the Finalist Trade Subcontractors shall be required to deliver a brief presentation (20 minutes maximum), and will be required to respond to questions, including questions concerning the Finalist Trade Subcontractor's Proposal and presentation. The proposed key individuals of the Finalist Trade Subcontractor's team will be expected to actively participate in the interviews and to respond to questions. Webcor/Obayashi Joint Venture will assign points to each Finalist Trade Subcontractor based on the oral interview up to a maximum of **100** points as follows:

Presentation	maximum 50 points
Responses to Questions	maximum 50 points

At the conclusion of the oral interviews, Webcor/Obayashi Joint Venture will combine the scores for the Proposal and oral interview for each Finalist Trade Subcontractor. The highest-ranking Finalists will be selected to negotiate a professional services agreement with Webcor/Obayashi Joint Venture.

In the event of a tie, Webcor/Obayashi Joint Venture may elect, in its absolute and sole discretion, to break the tie by conducting a tiebreaker between the tied Finalist Trade Subcontractors.

There shall be no binding agreement unless and until approved by the TJPA Board, at its sole discretion. In the event that an agreement cannot be reached with the highest-ranking Finalist Trade Subcontractors, as determined by Webcor/Obayashi Joint Venture in its sole discretion, then negotiations may be entered into with other Finalist Trade Subcontractors in the order of their ranking.

10. SUBMITTAL PROCEDURES

One original, five copies of the Proposal and one CD or USB drive with the Proposal and the data requested in Section 6.1.4 in PDF, must be received by Webcor/Obayashi Joint Venture by the proposal due date and address noted in Section 2.

Beginning on the date this RFP is issued and made available to prospective Trade Subcontractors, there will be no communications concerning this RFP between members of Webcor/Obayashi Joint Venture, the TJPA Board, TJPA staff, other consultants already engaged by the TJPA, or members of the Webcor/Obayashi Joint Venture Project Team and prospective Trade Subcontractors and their employees or agents, except as provided herein. Questions about the RFP may be directed in writing to Webcor/Obayashi Joint Venture. Webcor/Obayashi Joint Venture will consider all questions received by the close of business on the date specified in Section 2, Key Dates and, as appropriate, respond in writing. Any violations of the above restriction will result in the immediate disqualification of the Trade Subcontractor making said contact from further participation in the Program. This restriction will end when contract award notification is made.

Trade Subcontractors shall promptly notify Webcor/Obayashi Joint Venture in writing through the QPD process, if the Trade Subcontractor discovers any ambiguity, discrepancy, omission, or other error in this RFP [see Section 3].

11. STANDARD AGREEMENT PROVISIONS

By submitting proposals Trade Subcontractors acknowledge and agree to execute the enclosed and nonnegotiable RFP Subcontract 301000510 language and terms. Following fee and scope of services negotiations, the selected Trade Subcontractors will be expected to enter into a subcontract agreement as included within the RFP package. Failure to timely execute the Agreement, or to furnish any and all insurance and other materials required in the Agreement, shall be deemed an abandonment of the Trade Subcontractor's contract offer.

WEBCOR/OBAYASHI JOINT VENTURE WILL NOT NEGOTIATE DIFFERENT SUBCONTRACT TERMS (SEE LONG FORM SUBCONTRACT SECTION)

Attachment 1 - Essential Requirements Work Sheet

Scope of Work: TG05.10 Temporary Facilities

Firm Name (as it appears on license):

Address:	Contact:
	Title:
E-Mail:	Phone:
Website:	Fax:

Section 1 – Essential Requirements for Qualification

PART A:

Trade Subcontractor will be immediately disqualified if the answer to any question in Part "A" is "No". **NO POINTS ASSESSED, ALL QUESTIONS ARE PASS/FAIL.**

Item	Question	SCORE
		Pass/Fail
A-1.	Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid with the appropriate classifications required.	Pass/Fail
	Yes No No = Not Qualified, FAIL	
	Contractor has the following minimum required General Liability + Umbrella or Excess Liability:	Pass/Fail
A-2.	Non Hazardous - \$1M GL (each occurrence) / \$2M general aggregate / \$2 Million products & completed operations aggregate, Automobile Liability - \$1M combined single limit, Excess Liability - N/A. General liability shall include coverage for Contractual Liability, Independent Contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broad form Property Damages, and completed operations.	
	The required general aggregate limits of insurance for Commercial General Liability and Excess Liability insurance shall apply separately to the subject contract / project or the Excess liability aggregate limit shall be twice the required occurrence limit.	
	Final limits and conditions of insurance will be determined at the time of contract negotiation.	
	Yes No No = Not Qualified, FAIL	
	Contractor provides health and pension benefits for its employees and their families through an ERISA approved program.	Pass/Fail
A-3.	Yes No No = Not Qualified, FAIL	
A-4.	Contractor has an existing agreement with a registered apprenticeship program(s) which has been approved by the California Apprenticeship Council, and the program(s) has graduated apprentices in the preceding five years for the apprenticeable craft(s) which may be employed by your firm.	Pass/Fail
	Yes No No = Not Qualified, FAIL	
A-5.	Trade Subcontractor is a Small Business Enterprise (SBE) as defined by TJPA Board Policy #15. Yes No No No = Not Qualified, FAIL	Pass/Fail

PART B

Contractor will be subject to disqualification if the answer to any question in Part "B" is "Yes". **NO POINTS ASSESSED, ALL QUESTIONS ARE PASS/FAIL.**

B-1.	Has your contractor's license been revoked at any time in the last five (5) years?	Pass/Fail
	Yes No Yes = Not Qualified, FAIL	
В-2.	Has your contractor's license been suspended for any reason within the last five (5) years (other than Contractor State License Board bond related reasons of duration not exceeding 90 days)?	Pass/Fail
	$\Box \text{ Yes } \Box \text{ No } \text{ Yes = Not Qualified, FAIL}$	
В-3.	Has a surety completed a contract on your behalf, or paid for completion because your firm was default terminated within the last five (5) years?	Pass/Fail
	$\Box \text{ Yes } \Box \text{ No } \text{ Yes = Not Qualified, FAIL}$	
B-4.	At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a contractor on a public works contract?	Pass/Fail
	Yes No Yes = Not Qualified, FAIL	
В-5.	Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?	Pass/Fail
	$\Box \text{ Yes } \Box \text{ No } \text{ Yes = Not Qualified, FAIL}$	
B-6.	Is your firm presently in bankruptcy?	Pass/Fail
	$\Box \text{ Yes } \Box \text{ No } \text{ Yes = Not Qualified, FAIL}$	
В-7.	Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to a public agency or entity?	Pass/Fail
	☐ Yes ☐ No Yes = Not Qualified, FAIL	
B-8.	During the last five (5) years, has there ever been a period of time when your firm had no surety bond in place during a construction project when one was required?	Pass/Fail
	\Box Yes \Box No Yes = Not Qualified, FAIL	

Section 1 Summary

All answers in Part A have been answered 'Yes', and Part B answered 'No'	Pass
If any questions in Part A were answered 'No', or Part B answered 'Yes'	Fail

Section 2: Licensing; Surety; Insurance; Environmental Matters; Disputes, and Claims; Business Organization; Financial Information; Safety; Prevailing Wage; Project History

2.1 Licensing:

Licensing Scoring Section:		Total S	Score Possible	10 Pts		
Provide the following information: A. Trade Subcontractor must have a current and valid State of California Contractor's License for the trade they are qualifying. List all license numbers and the name of the qualifying license holder as issued and as on file with the licensing board.						
Issuing Agency Class License Number Date issued Exp. Date Name						
	/ /	/	/			
 1. Has your Cal-OSHA certificate(s) or registration(s) been revoked at any time in the last 5 years? Yes No Explain (if yes): 						
 2. Has your firm had a complaint filed with the Contractors State License Board that required a formal hearing or inquiry within the last 5 years? Yes No Explain (if yes): 						
		Section 2.1 A	Actual Points Earned			

2.2 Surety Information:

Bonding Scoring Section:			Total Score Possible	5 Pts
Surety Company:				
Bonding Agent Contact:	Phone:	Fax:	e-mail:	
Single Project Bonding Capacity:		Aggregate Bonding	g Capacity:	
Available Bonding Capacity:		Average Project Si	ze Last Year:	
Bond Rate:		Current Backlog:		
Bonding Status: Attach a statement from you				
Department of Insurance and authorized to iss current bonding capacity is sufficient for the p		the State of Califor	nia), which states that your	
How long have you been with the present Sure	ety?			
Identify any conditions imposed and/or restric	tions by the	Surety:		
1. At any time during the past five years, has a as a result of a default, to satisfy any claims m firm's behalf, in connection with a construction Yes No Explain (if yes):	ade against	a performance or pa	ayment bond issued on your	
2. In the last five years has any insurance carripolicy for your firm? Yes No Expl		orm of insurance, r	efused to renew the insurance	
3. During the last five years, has your firm even there ever been a period of time when your fir project when one was required? Yes No	m had no su	rety bond in place of		
			Section 2.2 Actual Points Earned	

2.3 Insurance:

Insurance Scoring Section: Total Score Possible	5 Pts
 1. Does your firm currently carry a workers' compensation insurance policy as required by the Labor Code or are they legally self-insured pursuant to current California labor laws and code in effect. Yes No Explain (if no): 	
2. In the last five years has there ever been a period when your firm had employees but was without workers compensation insurance or state-approved self-insurance? Yes No Explain (if yes):	
3. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? Yes No Explain (if yes):	
Section 2.3 Actual Points Earned	

2.4 Environmental Matters:

Environmental Matters Scoring Section: Total Score Possible	5 Pts
1. Has your firm been cited by any governing agencies for violations to local ordinances or codes (i.e. BAAQMD, Regional Water Quality Control Boards, etc.)? Yes No Explain (if yes):	
2. Has your firm ever received a citation or violation from the Environmental Protection Agency (EPA)? Yes No Explain (if yes):	
3. Has your firm ever received a citation or violation from the Department of Toxic Substances Control (DTSC)?	
Yes No Explain (if yes):	
Section 2.4 Actual Points Earned	

2.5 Disputes, Arbitration, and Litigation:

Disputes, Arbitration and Litigation Scoring Section:	Total Score Possible	5 Pts
 At any time in the last five (5) years has your firm been assessed liquidate settlement) after completion of either a public or private project? Yes No Explain (if yes): If "yes," explain on a separate signed page, identifying all such projects by owner, own completion of the project, amount of liquidated damages assessed and all other informat assessment of liquidated damages. 	ner's address, the date of	
 2. In the last five (5) years has your firm, or any firm with which any of your of partners was associated, been debarred, disqualified, removed or otherwise procompleting, any government agency or public works project for any reason? Note: "Associated with" refers to another construction firm in which an owner firm held a similar position. Yes No Explain (if yes): If "yes," explain on a separate signed page. State whether the firm involved was the fir or another firm. Identify the name of the company, the name of the person within your that company, the year of the event, the owner of the project, the project and basis for the project and basis for the project. 	evented from bidding on, or er, partner or officer of your rm applying for qualification here r firm who was associated with	
3. In the last five (5) years has your firm been denied an award of a public wor by a public agency, or their agent, that your company was not a responsible bi	rks contract based on a finding	

 Yes No Explain (if yes): If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency. 4. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration with an owner or general contractor? Yes No I fyes, how many times: If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). 5. In the past five (5) years has your firm made any claim against a project owner or general contractor concerning work on a project or payment for a contract and filed that claim in court or arbitration? Yes No Explain (if yes): 6. Are there any liens for labor or materials filed against your company, its officers, or any company associated with them? Yes No Explain (if yes): 	
Section 2.5 Actual Points Earned	

2.6 Claims:

Claims Scoring Section: To	otal Deductive Score Possible	-30 to 0 Pts					
A claim is a demand or assertion by your firm seeking adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract, your firm's right to which was disputed by the owner or general contractor, including, but not limited to disputes							
subject to mediation, arbitration or litigation. Note: The following questions refer only to disputes between your firm and the owner or general contractor of a project. You need not include information about disputes between your firm and a supplier or Trade Subcontractor. Also, you may omit reference to all disputes where the amounts were \$10,000 or less.							
 Enter the number of claims that were made through mediation, arbitration or litigation with a value in excess of \$10,000 for additional compensation against owners or general contractors in the past five (5) years. Using the Attachment 7 form, provide detailed information for each current, pending and resolved dispute. 							
 No. of Claims: 2. <u>Summary of Claims</u>: Include ALL claims as defined above th arbitration or litigation for completing the following items a. below: 							
a. Total Dollar Amount of Claims in past 5 yrs.:b. Total Dollar Amount Recovered:							
c. Percentage of Recovery (b ÷ a):d. Total Number of Claims:	%						
 e. No. of Projects over \$1million in 5 past yrs.: f. Percentage of Claims Frequency (d ÷ e): 	%						
The following table demonstrates how the information submitted below indicates the points that will be deducted based upon the co							

			% of Recov	ery
	% of Claims Frequency	0 - 33%	34 - 66%	67 - 100%
	50 - 100%	-30pts	-15pts	-10pts
Total Scoring Range for Item 2 is -30 to	25 - 50%	-20pts	-10pts	-5pts
0 Points.	0 - 25%	-10pts	-5pts	0pts
totaling at the bottom. Include one li information for each line item at a m contractor, nature of claim, dollar an date of initial claim, date of resolutio	inimum; project na nount of initial clai	ame, proje im, dollar	ect location, amount of f	owner, gene inal settleme
No. of Claims: Total Amount (\$):			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

Disputes, Arbitration, Litigation and Claims Point Summary:	Section 2.5 Actual Points Earned
	Section 2.6 Points Deducted
	Section 2.5 and 2.6 Total

+	
-	

Business Organization Scoring Section: Total Score Possible						5 Pts	
A. Is your company an: individual partnership corporation joint venture Subchapter S Corp Proprietorship LLC B. If firm is a sole proprietor or partnership, list the owner(s) of the company: C. Under the laws of which state is the company organized? State of D. Date Founded: E. Parent, Affiliate, and/or Subsidiary Companies:							
Full Legal Name Location Ownership Operations Indemnity Available? Endorsed for Obligation of: Image: Construction of the second							
by the California Small Business a Expiration date: City and County certified by the C San Francisco H Disadvantaged (UCP) Yes	your work is pu your firm cur ified Small Bu Department and Disabled of San Franc Contract Man luman Rights Business Ente No Exp	What blic?% p rently certified as usiness (SB) or Di of General Servic Veteran Business cisco Local/Minor agement Division Commission) Yes	private?% a one of the foll sabled Veteran E ces (DGS) – Prov Enterprise Servi rity/Women-Owr of the Office of t s No Ex certified by any s)	PD) – Office of No rise (L/M/WBE) as pr (formerly the 		

2.7 Business Organization and History

	If no, have you	u submitted your	certification f	orms to on	e of the above e	ntities? Yes	No	
	If yes, expecte	d certification dat	te:		·			
J. Numb	per of Employe	es by Trade:						
	Trade:	2013	2012	2011	_			
					-			
Number	of Current Adı	ministrative Empl	oyees:					
1. Has y	your firm or a	ny of its owners,	officers or pa	artners eve	r been convicte	d of a federal or	state crime of	
fraud, the	eft, or any othe	er act of dishonest	y? Yes	s 🗌 No	Explain (if	yes):		
	there been an No Expl		e control or	managem	ent of the con	pany during the	last 5 years?	
3. Continuity – Completion of Work? a) Is there a buy-sell agreement in effect? Yes No Explain (if yes):								
b) Is the agreement funded by life insurance? Yes \square No \square If yes, amount of insurance \$								
c) Who are the parties to the buy-sell agreement? Give details if copy not provided.								
4. What	arrangements h	nave been made to	assure that c	ontracts ar	e completed if t	he owners are not	available?	
5. Has yo			voluntary or	involuntar	y reorganization	in the last three y	years? Yes	
No No	Explain (i	if yes):						
					Sectio	n 2.7 Actual Poir	nts Earned	

2.8 Financial Information:

Financial Information:			Total Score Possible	10 Pts
Federal Tax ID No.:	General Ta	General Tax Exemption No.:		
Dun and Bradstreet No.:	Income/Ba	ance S	heet Preparation Method:	
Name of Bank:	Branch:		Line of Credit Amount: \$	
Revenue: 2014: (Projected) \$	2013: (Actual)\$	201	2: (Actual)\$	
2011: (Actual)\$				
The apparent low bidder will be reconstruct to confirm the ratios below.			ncial statement prior to the award of on request: Yes No	
Based on your most recent audited financial information: Note: Trade The apparent low bidder will be requ	Subcontractor is EXEMPT is	it meet		
Public Contract Code section 20101(e) (e) For the purposes of subdivision (a), a financial statement shall not be required from a contractor who has qualified as a Small Business Administration entity pursuant to paragraph (1) of subdivision (d) of Section 14837 of the Government Code, when the bid is no more than 25 percent of the qualifying amount provided in paragraph (1) of subdivision (d) of Section 14837 of the Government Code.				
Government Code section 14837 (d) (1) (d) (1) "Small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and that, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision(c), with 100 or fewer employees				
SF Administrative code Chapter 14B(3)(b) applies for HRC certified contractors Enter Financial Ratios Below				
Working Capital Current Ratio Leverage				
Current Assets (minus) Current Liabilities (divided by) 2013 Volume	Current Assets (divided Current Liabilities	l by)	Total Liabilities (divided by) Equity	
			Section 2.8 Actual Points Earned:	

2.9 Safety:

Safety Scoring Se	ection:	Total Score Possible	10 Pts
each of the past thro NOTE: An EMR is	ee premium years: issued to your firm annually by Less than or = 1.00		
	1.01 TO 1.24 Equal or Greater than 1.25	Generally QualifiedNot Qualified	
Year 2013:	Year 2012:	Year 2011:	
Should you and/or	your sub tier contractors curren	nt EMR exceed 1.0, you must demonstrate and document	
2	1 0 1	es and attitudes that will result in a safety conscious resentation to Webcor/Obayashi Joint Venture will be	

rec	luired.				
	Rate Category	2013		3 Yr. Avg.	
	SHA Recordable/Injury Rate:				
	SHA Lost Workdays Incidence Rate:				
	SHA Lost Time Incidence Rate:				
To	tal Man-hours/Year (Field Personnel):				
3.	OSHA Citations – Include both California and Fe	deral:			
Ye	ar Number Code of State or Fe	ederal Regs. Sect	. Nos.		
20					
20					
20					
20					
20		1			
If	any citations were noted above, please provide exp	planation on a sep	barate shee	et.	
4.	Fatalities Category	Current Year	Total # o	over past 3 Yrs.	
	tal Number of Employee Fatalities:			Final Control	
	tal Number of Contractor Employee Fatalities:				
	1 2				
			Se	ection 2.9 Actual Points Earned	

2.10 Prevailing Wage and Apprentice Compliance:

Prevailing Wage and Apprenticeship Compliance Scoring:	Total Score Possible	5 pts.
 Has there been more than one occasion during the last five years in which you either back wages or penalties for your own firm's failure to comply with th requirements? Yes No Explain and note how often (if yes): During the last five years, has there been more than one occasion in which penalized or required to pay back wages for failure to comply with the Federal Da requirements? Yes No Explain and note how often (if yes): 	e State's prevailing wage your own firm has been	
3. At any time during the last five years, has your firm been found to have violated California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, or the laws pertaining to use of approvements of the California apprenticeship laws or regulations, and attach copies of the Departments of the California apprenticeship laws or regulations, and attach copies of the Departments of the California apprenticeship laws or regulations of the California apprenticeship laws of the California apprenticeship laws or regulations of the California apprenticeship laws or regulations of the California apprenticeship laws of the California apprenticeship laws of the California apprenticeship laws of the California apprendiceship laws of the California apprendices	entices on public works?	
Sectio	n 2.10 Actual Points Earned	

Summary and Scoring Totals

Total S	Score Possible		Score Received
Licensing	10		
Surety Information	05		
Insurance	05		
Environmental Matters	05		
Disputes, Arbitration and Litigation	05		
Claims	0		
Business Organization	05		
Financial Information	10		
Safety	10		
Prevailing Wage and Apprentice Comp.	<u>05</u>		
Total Possible Score:	60	Total Score Received:	

END OF ATTACHMENT 1

Declaration

The undersigned hereby agrees and declares that receipt of this submittal by the Webcor/Obayashi Joint Venture does not constitute either a direct or implied guarantee that qualification is or will be granted.

I, the undersigned, certify and declare that I have read all the foregoing answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

The undersigned is a legally authorized representative of the Trade Subcontractor for the legal name noted above. Trade Subcontractor

Printed Name/Title	Signature	
Date	-	
Subscribed and sworn to before me this	day of	, 20
Notary Pub	blic in and for the State of	
Residing a	t	
Expiration	Date:	

End of Declaration

Attachment 2 – Request for Proposal Checklist

1. Each Trade Subcontractor shall **submit with its Proposal** the following forms, properly completed and executed:

If Submitted, Check Box:

- □ One original, five copies of the Proposal and one CD or USB drive with the Proposal in Adobe Portable Document Format (PDF) with supporting material submitted no later than 2:00 p.m. on February 20, 2014. Proposals shall be submitted on 8-1/2" x 11" format double-sided fashion on recycled paper. Proposals shall include the fully completed Trade Subcontractor Qualification Statement (Attachment 1).
- □ Notarized Declaration.
- □ Introduction and Executive Summary.
- □ Information regarding three similar projects utilizing Attachment 3.
- □ Information about three largest projects utilizing Attachment 4.
- All urban and City and County of San Francisco projects from the last five years utilizing Attachment 5.
- □ Proposed Staffing Plan.
- □ References.
- □ Fee Proposal, including Attachment 9.
- All items to be submitted with the proposal as outlined in the Request for Proposals Manual.
- Additional information limited to three pages, for the Trade Subcontractor only, and incorporating information from major sub-tier contractors/consultants, as appropriate.
- 2. Webcor/Obayashi Joint Venture reserves the right after opening the Proposals to reject any or all Proposals, and to waive any minor irregularity in a Proposal.

END OF REQUEST FOR PROPOSAL CHECKLIST

Attachment 3 - Similar Experience Project Experience

TG05.10 Temporary Facilities

(Copy and attach form for <u>each</u> of 3 Similar Projects)

Project Name:		
Location:		
Owner:		
Owner Contact:	Phone #	
General Contractor:	Phone #	
		-
Architectural Firm:		
Architect Contact:	Phone#	
Construction Manager:	Phone#	-
	quare footage:	
Description of the Work:		
Final Value of Contract (including char Duration in Months from Award to De Original Scheduled Completion Date:_ Time Extension Granted (number of da	vard: nge orders): livery: ays): rk:	-
What work did your firm perform on th	nis project? Identify trades and values.	
\$		
Disadvantaged Business enterprise(s)?	vork (i.e. labor, materials, delivery, etc.) to S If yes, please identify trades and values.	
	luate Small/Disadvantaged Business Enterp	

Attachment 3 - Continued

What work did your firm self-perform?	
Why is this work relevant to the TTC Project?	
Name of your responsible Project Manager(s):	
Name of your Superintendent(s) / Foreman (men):	
Major Supplier: Contact: Phone#	

Attachment 4 - Largest Projects Project Experience

TG05.10 Temporary Facilities

(Copy and attach form for each of 3 Largest Projects)

Project Name:		
Location:		
Owner:		
Owner Contact:	Phone #	
General Contractor:	Phone #	
General Contractor Contact:		
Architectural Firm:		
Architect Contact:	Phone#	
Construction Manager:	Phone#	
Description of Project/ Scope of Work Perf		
Trade Work:Squar Description of the Work:	re footage:	
Total Value of Contract at Time of Award: Final Value of Contract (including change of Duration in Months from Award to Deliver Original Scheduled Completion Date: Time Extension Granted (number of days): Actual Date of Completion of your work:	orders):	
What work did your firm perform on this p		
\$		
Did you subcontract portions of your work Disadvantaged Business enterprise(s)? If y \$ \$	(i.e. labor, materials, delivery, etc.) to Sma yes, please identify trades and values.	all Business or
How did your company solicit and evaluate scope identified above?		es to assist with the

Attachment 4 - Continued

What work did your firm self-perform?	_
Why is this work relevant to the TTC Project?	_
Name of your responsible Project Manager(s):	_
Name of your Superintendent(s) / Foreman (men):	
Major Supplier: Contact: Phone#	_

Attachment 5 – Urban and City & County of San Francisco Project Experience TG05.10 Temporary Facilities

(Copy and attach this form as required for all CCSF projects completed in the last five years. CCSF Projects shall refer to projects performed for the City and County of San Francisco, irrespective of geographical location.)

Project Name:				
Location:				
City Contact: Phone #				
Description of Project/ Scope of Work Performed:				
Total Value of Contract at Time of Award:				
Final Value of Contract (including change orders):				
Original Scheduled Completion Date:				
Fime Extension Granted (number of days):				
Actual Date of Completion of your work:				
Was this project completed to the satisfaction of the City? If no, why?				
Name of your responsible Project Manager(s):				
Tume of your responsioner rojeet manager(o)				
Name of your Superintendent(s) / Foreman (men):				
Major Supplier:				
Contact: Phone#				

Attachment 6 - Request for Appeal

The Webcor/Obayashi Joint Venture must receive this document **no later than five** (5) days after Webcor/Obayashi Joint Venture notifies the Trade Subcontractor of their qualification status.

Trade Subcontractor/Company Name: _____

Contact Person: _____

Telephone Number: ______

In the space provided below, describe in detail the basis for filing this Appeal. (Add additional sheets if necessary.)

Please submit this form to:

Webcor/Obayashi Joint Venture 175 Beale Street San Francisco, CA 94105 Attn: Sihaya Roselle

Attachment 7 - Mediation, Arbitration and Litigation History

(All Owners both Private and Public) (Copy and attach this form for each claim)

Separately list all CURRENT, PENDING AND/OR RESOLVED disputes,

- Pursued via mediation, arbitration or litigation
- Initiated within the last five (5) years
- In which additional compensation is sought
- And/or breach of contract was alleged
- And/or indemnity is sought
- Between your firm (or any principal of your firm) and any Owner or any General Contractor

If none, indicate "NONE." Do not leave blanks

Project Name:	
Project Location:	
Owner:	
General Contractor:	
Nature of Claim:	
Dollar Amount of Initial Claim:	
Dollar Amount of Final Settlement:	
Year Claim Filed:Year Claim Resolved:	
State of California Superior Court Action No. :	
U.S. District Court Case No. :	
How claim was resolved (arbitration, mediation, litigation, etc.):	
Current Status:	

End of Attachment 7

Attachment 8 - Logistics

The following attached drawings present the conceptual logistical as-built plans. Locations and configurations are for reference and subject to change.

SL-001 Site Logistics Plan SL-002 Site Truck Routing Plan SL-025 Construction Zones and Areas SL-027 Rooftop Obstructions - For Reference Only A101 Personnel and Material Hoist Layout - Bracing A102 Personnel and Material Hoist Layout - Lower Concourse A103 Personnel and Material Hoist Layout – Ground Level A104 Personnel and Material Hoist Layout – Second Level A105 Personnel and Material Hoist Layout - Bus Deck Level A106 Personnel and Material Hoist Layout - Roof Level A107 Personnel and Material Hoist #1 Location A108 Personnel and Material Hoist #2 Location A109 Personnel and Material Hoist #3 Location A110 Personnel and Material Hoist #4 Location X-01 Logistics Aerial View X-03 3D Section X-04 3D Section X-05 3D Section West Facing X-06 Crane Section X-07 Roof Rail-Mounted Cranes X-08 Temporary Platform X-15 Rooftop Crane and Tower Crane Logistics X-16 Natoma-Howard St. Area Logistics X-17 Rail Crane Logistics X-18 Rail Crane Logistics 3D Section

End of Attachment 8

WEBCOR/OBAYASHI JOINT VENTURE - Attachment 9 Subcontract No: 301000510

Attachment 9 - TG05.10 - Temporary Facilities Fee Schedule

Category	Sche	dule A - Standa	rd Time		Schedule A - Shi	ft	Sc	hedule A - Over	Time	Sche	dule A - Double	Time	Overhead	and Profit		Total Ho	ourly Rate	
Personnel Hourly Rates	Base	Burden	Burdened Rate	Base	Burden	Burdened Rate	Base	Burden	Burdened Rate	Base	Burden	Burdened Rate	Overhead (x%)	Profit (y%)	Standard	Shift	Overtime	Double Tim
Labor Foreman											-							
Laborer		-																-
Carpenter		-																
Elevator Operator		-																
Riggers																		
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<u>C</u>		1	-		1		Ì											
Other Rates	Units	Rate	Overhead (x%)	Profit (y%)	Total Equ	ipment Rate												
Mobilization	LS				\$	-												
Standard Chemical Toilet	Week				\$	-												
Standard Chemical Toilet and Lock	Week				\$	-												
Standard Chemical Toilet with Lifting Hook	Week				\$	-												
Standard Chemical Toilet with Lifting Hook and Lock	Week				\$	-												
Portable Hand Wash Station	Week				\$	-												
Portable Eye Wash Station	Month				\$	-												
Dumpsters & All Associated Fees - 6 cu yd	EA				\$	-												
Dumpsters & All Associated Fees - 6 cu yd w/ Hook	EA				\$													
Dumpsters & All Associated Fees - 9 cu yd	EA				\$	-												
Dumpsters & All Associated Fees - 9 cu yd w/ Hook	EA				\$													
Dumpsters & All Associated Fees - 14 cu yd	EA				\$													
Dumpsters & All Associated Fees - 14 cu yd w/ Hook	EA				\$	-												
Dumpsters & All Associated Fees - 20 cu yd	EA				\$	<u> </u>												

<u>....C</u>

Notes & Clarifications:

Concrete Wash Out Bins

Dumpsters & All Associated Fees - 30 cu yd

A.) Total Hourly Labor rates include Schedule A burdened rate, profit and overhead.

B.) This Subcontract to include all necessary miscellaneous equipment at no cost to Contractor.

C.) This Subcontract to include all travel time and Per Diem cost at no cost to Contractor.

ΕA

ΕA

D.) Schedule A rates may or may not change each year as defined by prevailing wage determinations and applicable Union agreements. Overhead and Profit percentage rates will remain constant for the duration of the contract and be applied to the Schedule A rates. E.) The Schedule A Rates listed above are for 2013.

F.) All fields to be completed in U. S. Dollars.

G.) Backup documentation needs to be provided by Trade Subcontractor to verify Overhead percentage.

H.) If any of the equipment and/or personnel rates are combined, provide a complete list of inclusions and costs for the combined rate. For example: If crane rental is part of operator hourly rate, provide a breakout for each component, i.e. operator hour ly rate and crane rental. I.) Total Hourly rates to include all charges for small tools, general cleaning supplies, trash bags, etc. No separate charges for said items will be accepted.

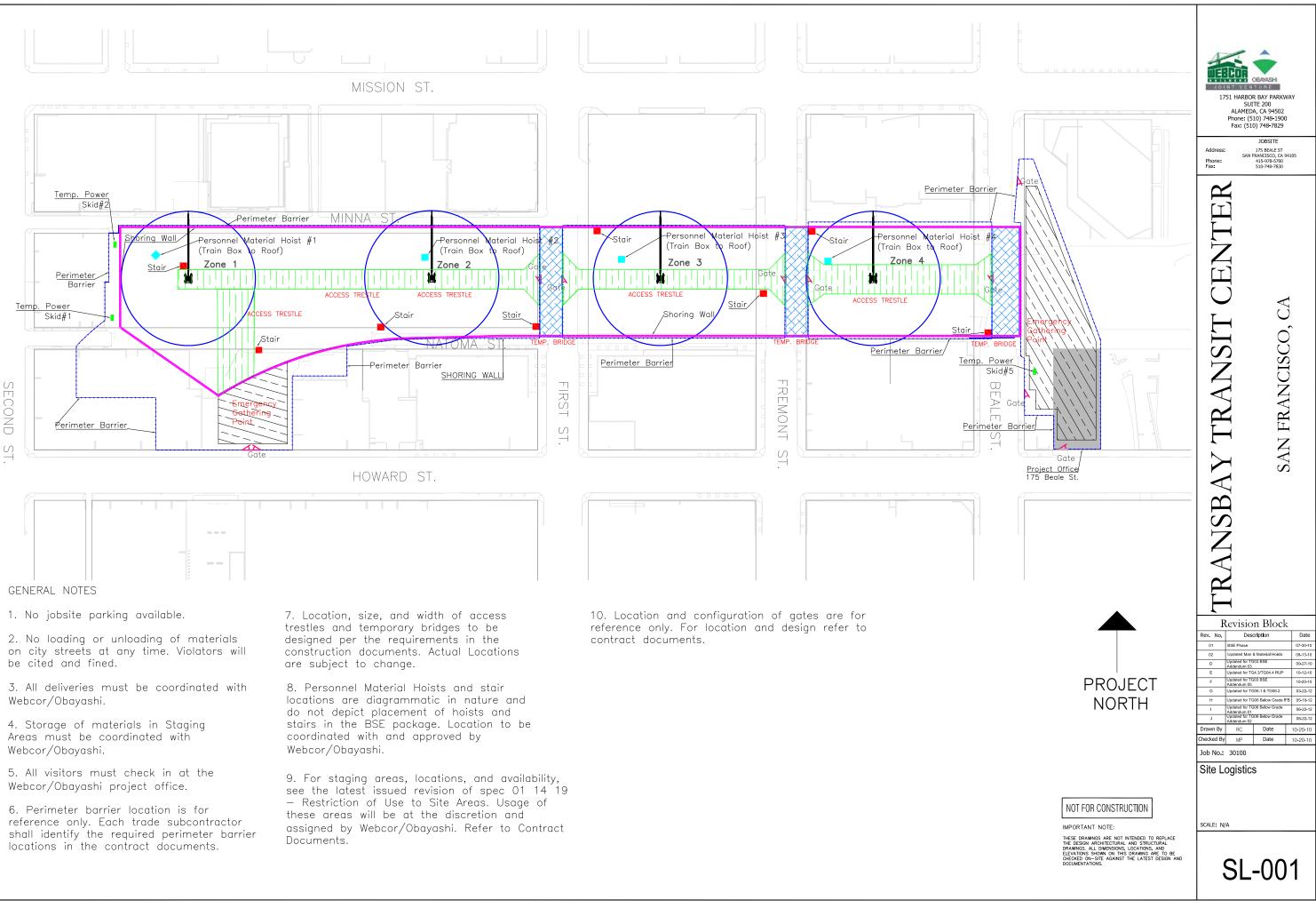
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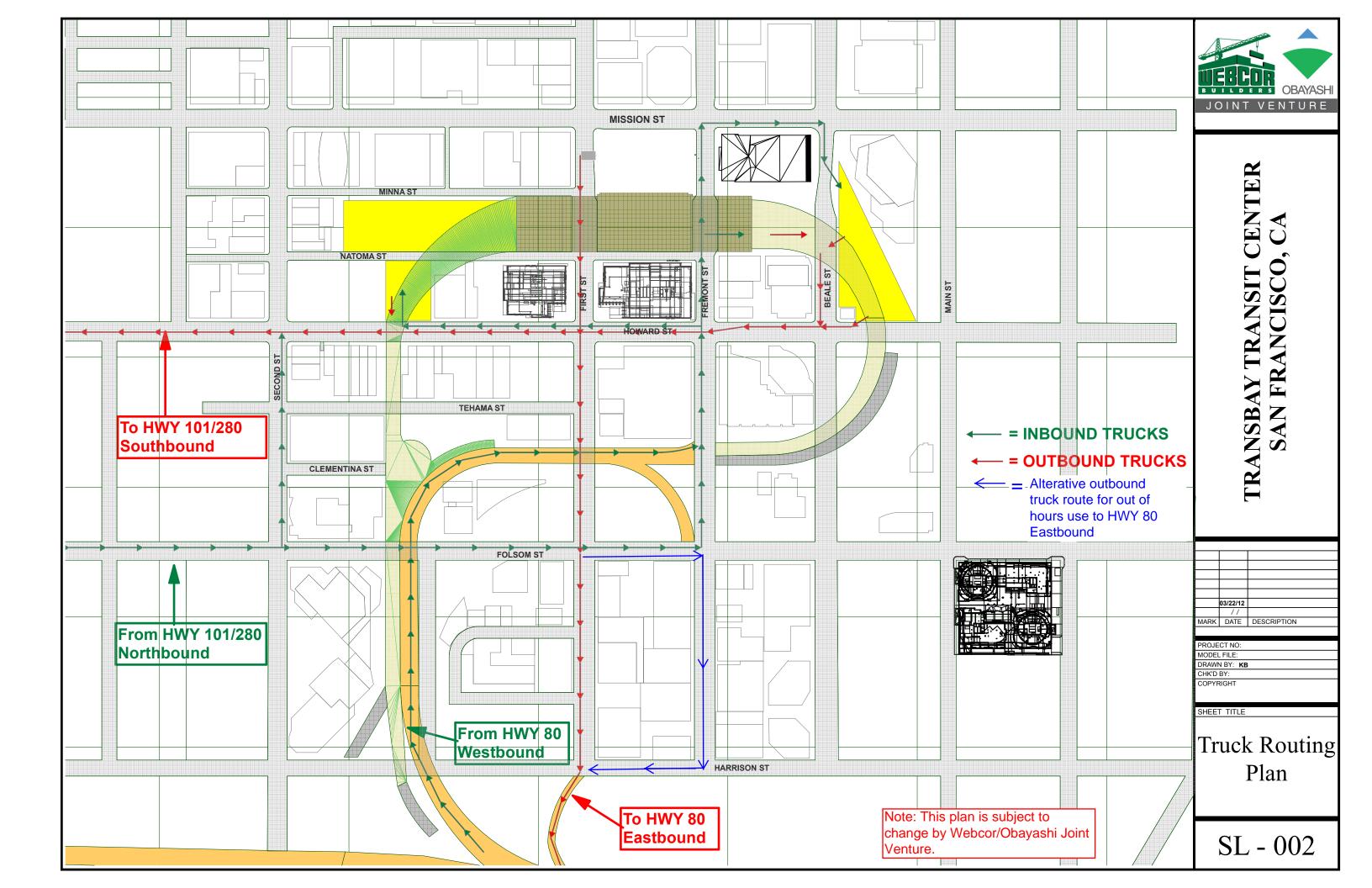
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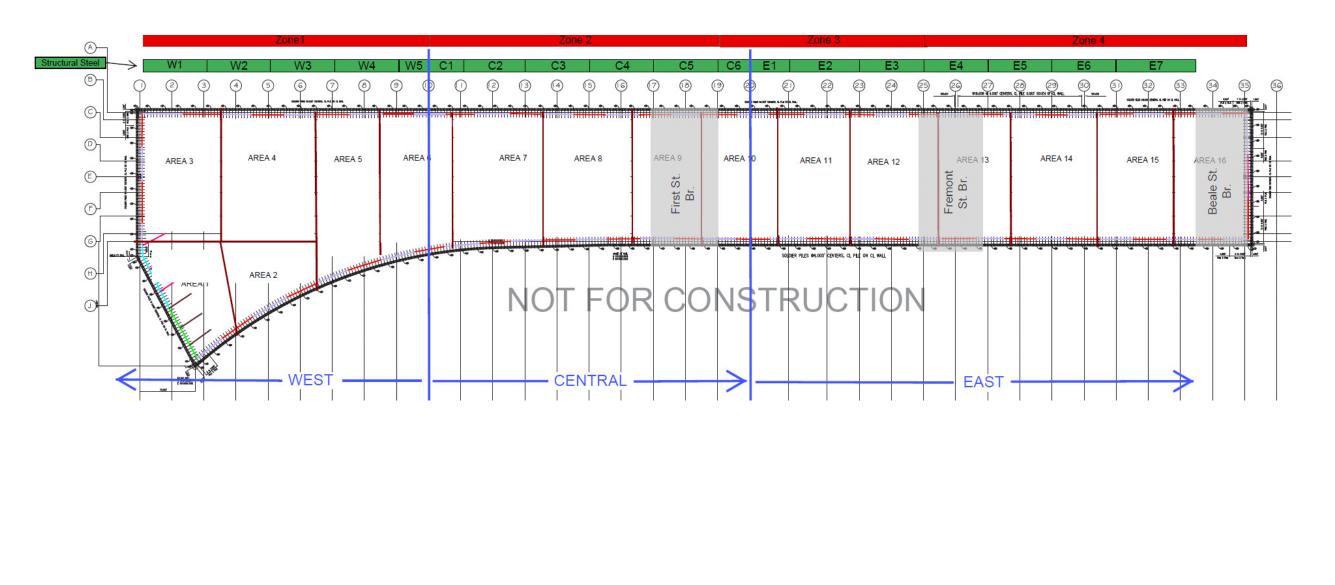
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А	Addendum #1	01/21/2014
В	Addendum #2	02/20/2014
С	Addendum #3	02/13/2014

END OF EXHIBIT A RFP

<u>A BC</u>







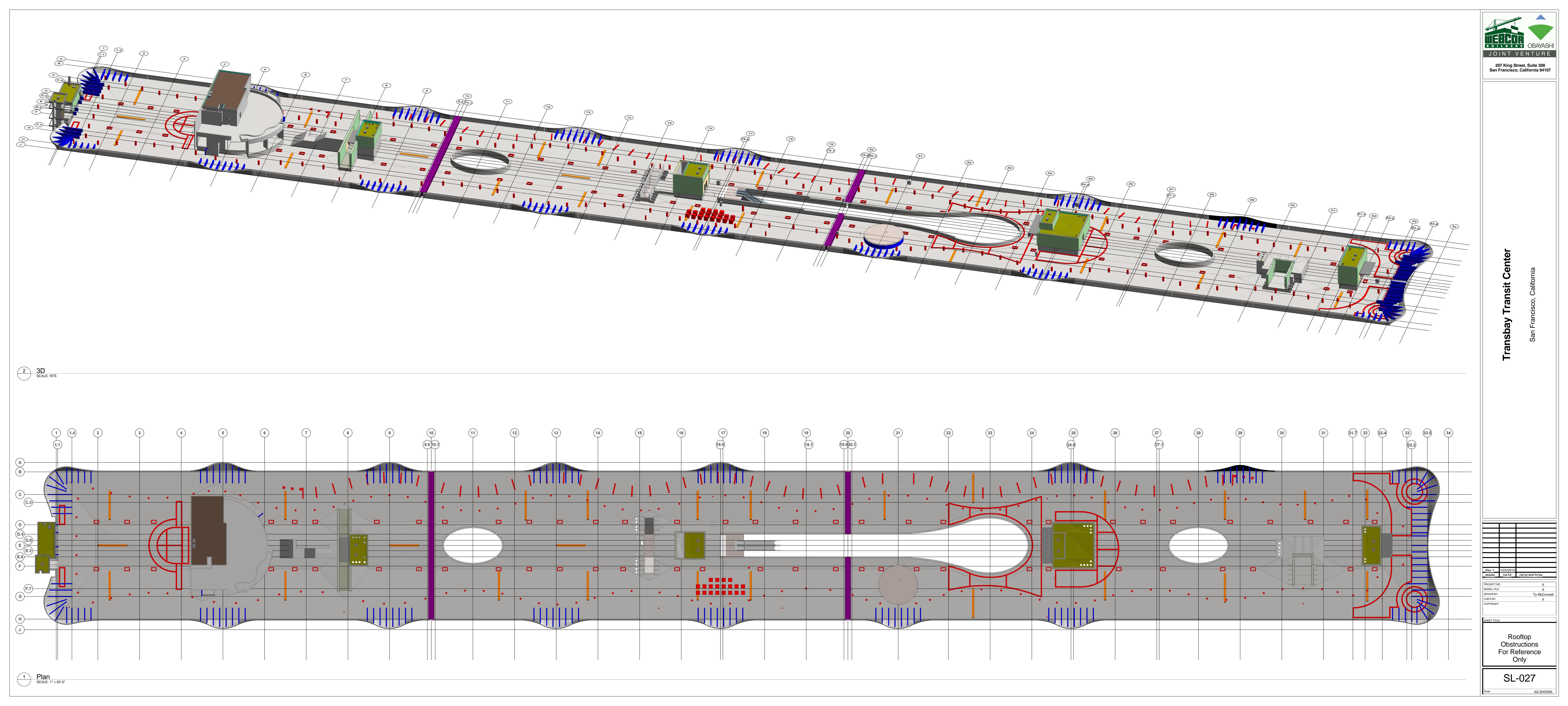


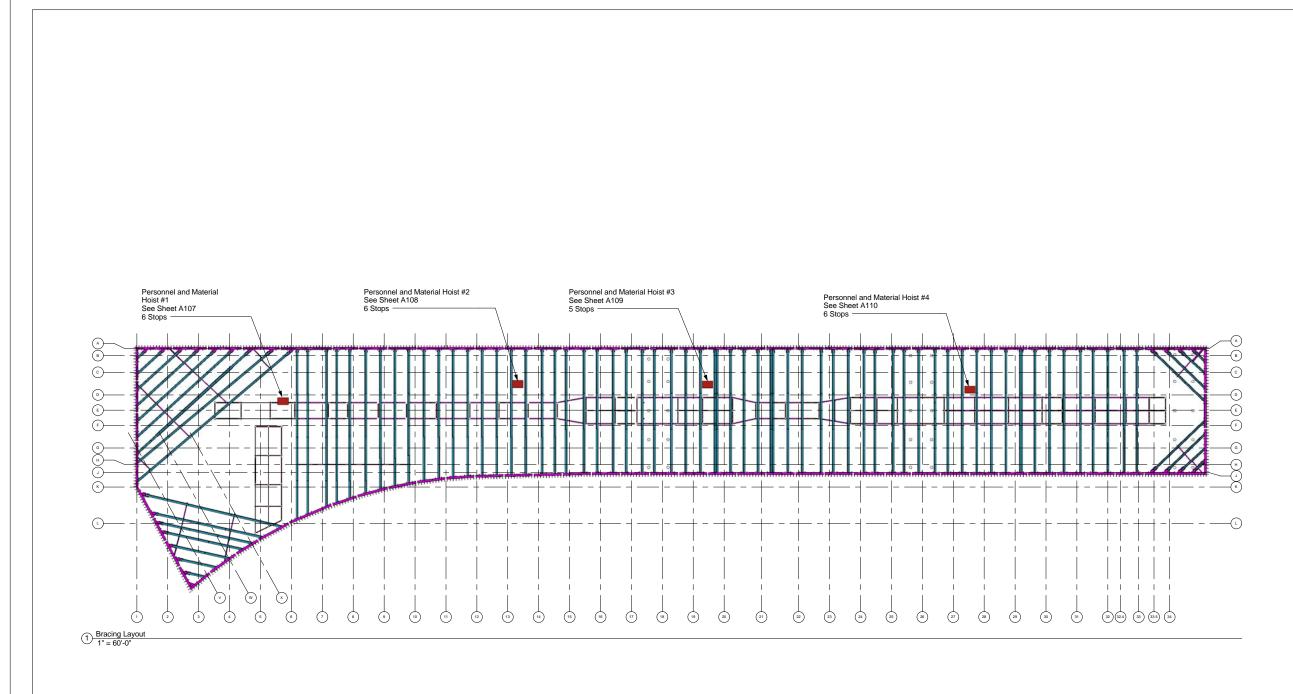
IMPORTANT NOTE:

THESE DRAWINGS ARE NOT INTENDED TO REPLACE THE DESIGN ARCHITECTURAL AND STRUCTURAL DRAWINGS. ALL DIMENSIONS, LOCATIONS, AND ELEVATIONS SHOWN ON THS DRAWING ARE TO BE CHECKED ON-SITE AGAINST THE LATEST DESIGN AND DOCUMENTATIONS.

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		AN FRANCISCIA Block	
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03	Updated for T & T	G07.1W, TG07.10 G07.1E	04-05-13
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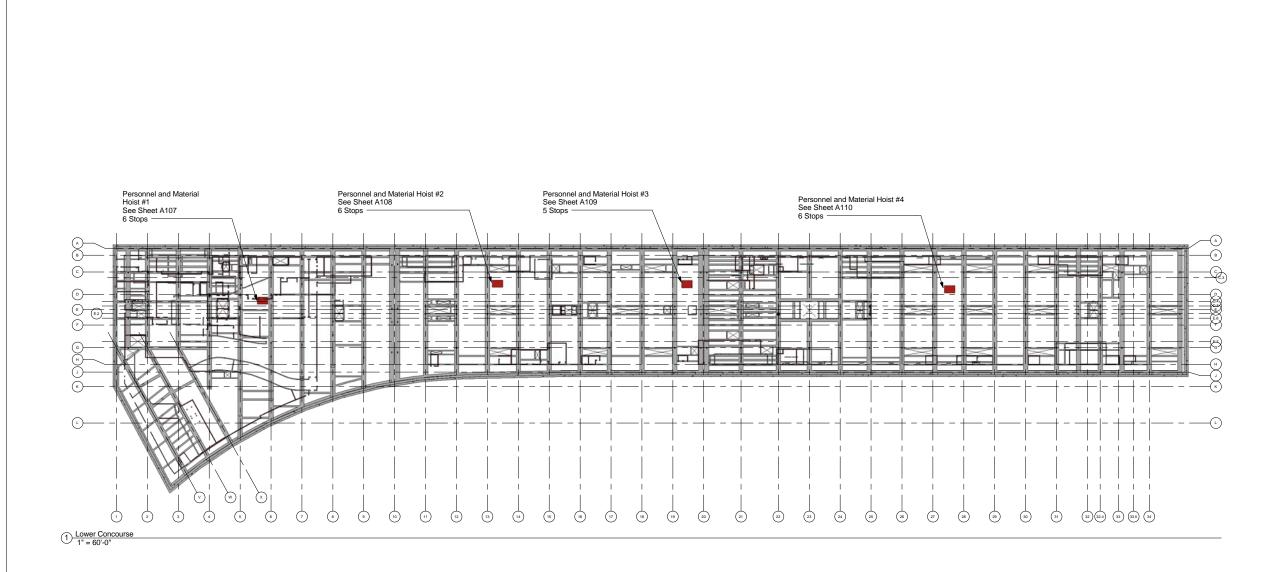




NOTE:

The size, quantity, and position of structural elements in based on the 100% Construction Documents dated 05/31/2013.

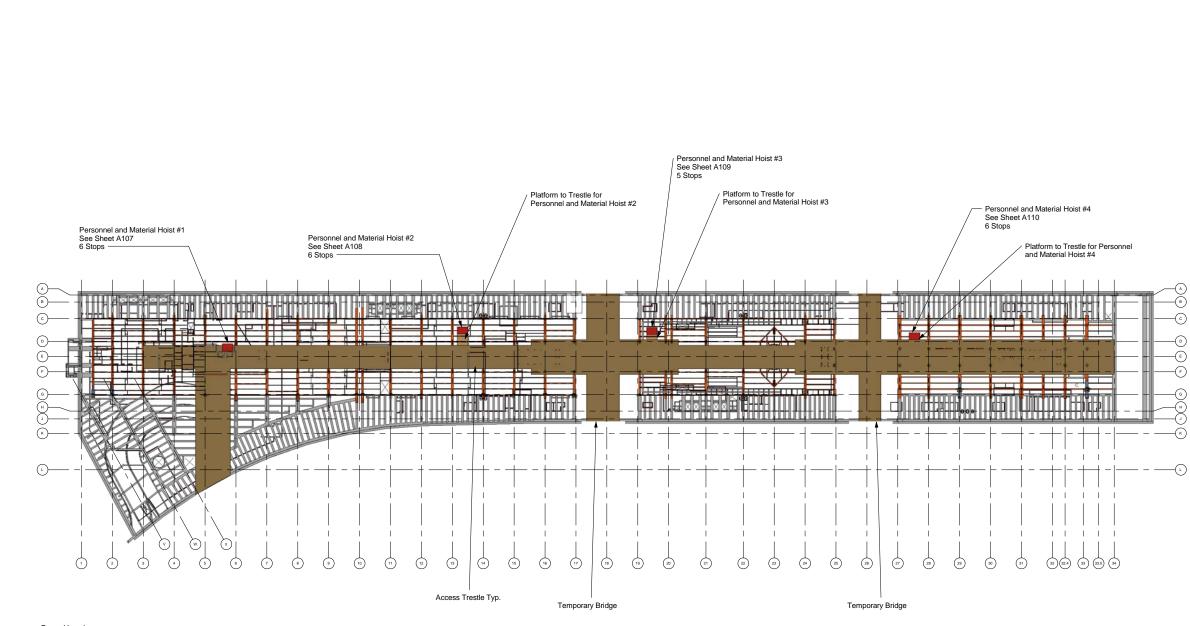
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NOTE:

The size, quantity, and position of structural elements in based on the 100% Construction Documents dated 05/31/2013.





() Ground Level 1" = 60'-0"

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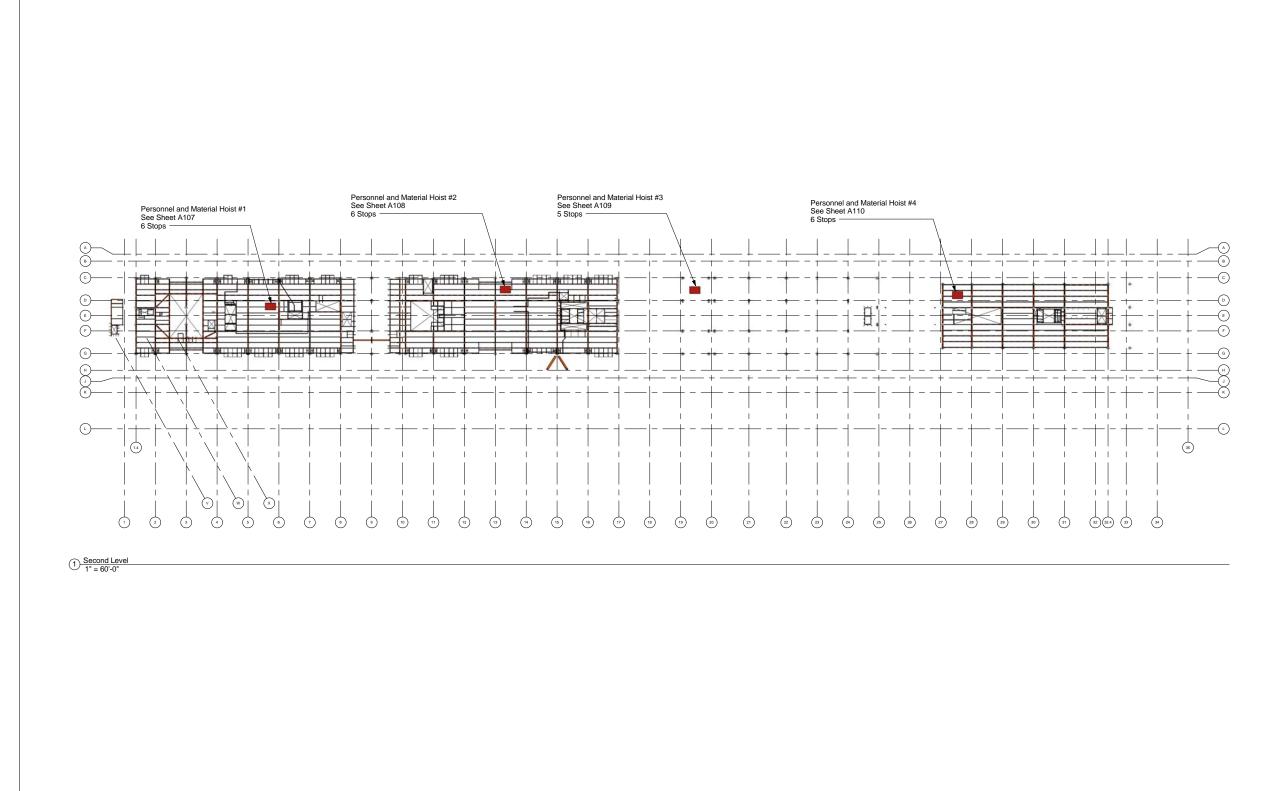
1. Personnel and Material Hoists #2, #3, and #4 platforms to be removed when trestle is removed in surrounding area.

2. Personnel and Material Hoist #1 to be installed after trestle and temporary bracing has been removed.

NOTE:

The size, quantity, and position of structural elements in based on the 100% Construction Documents dated 05/31/2013.

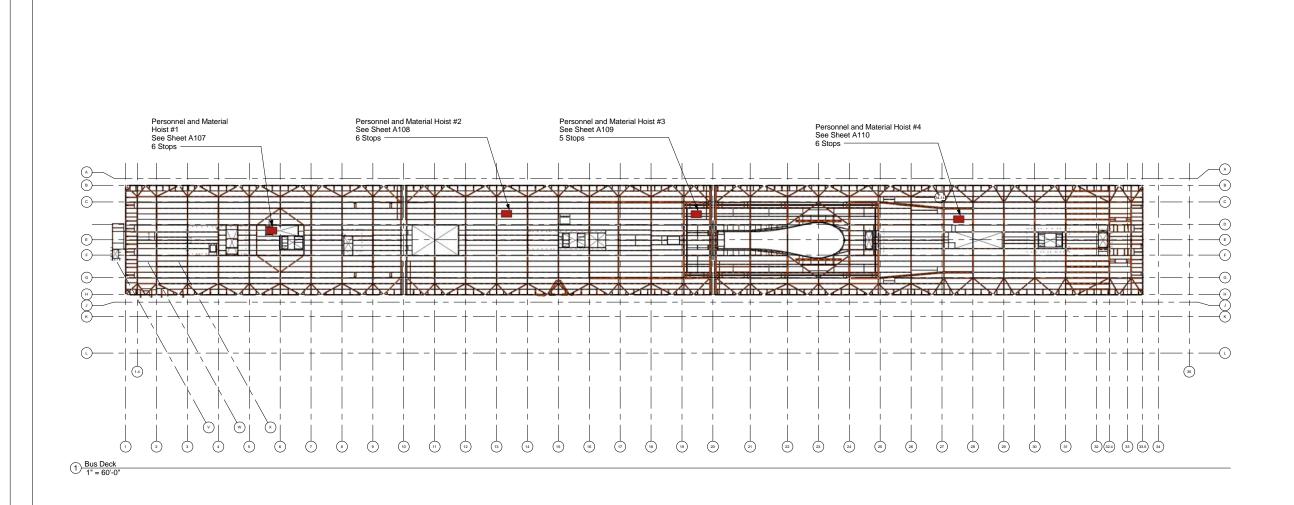
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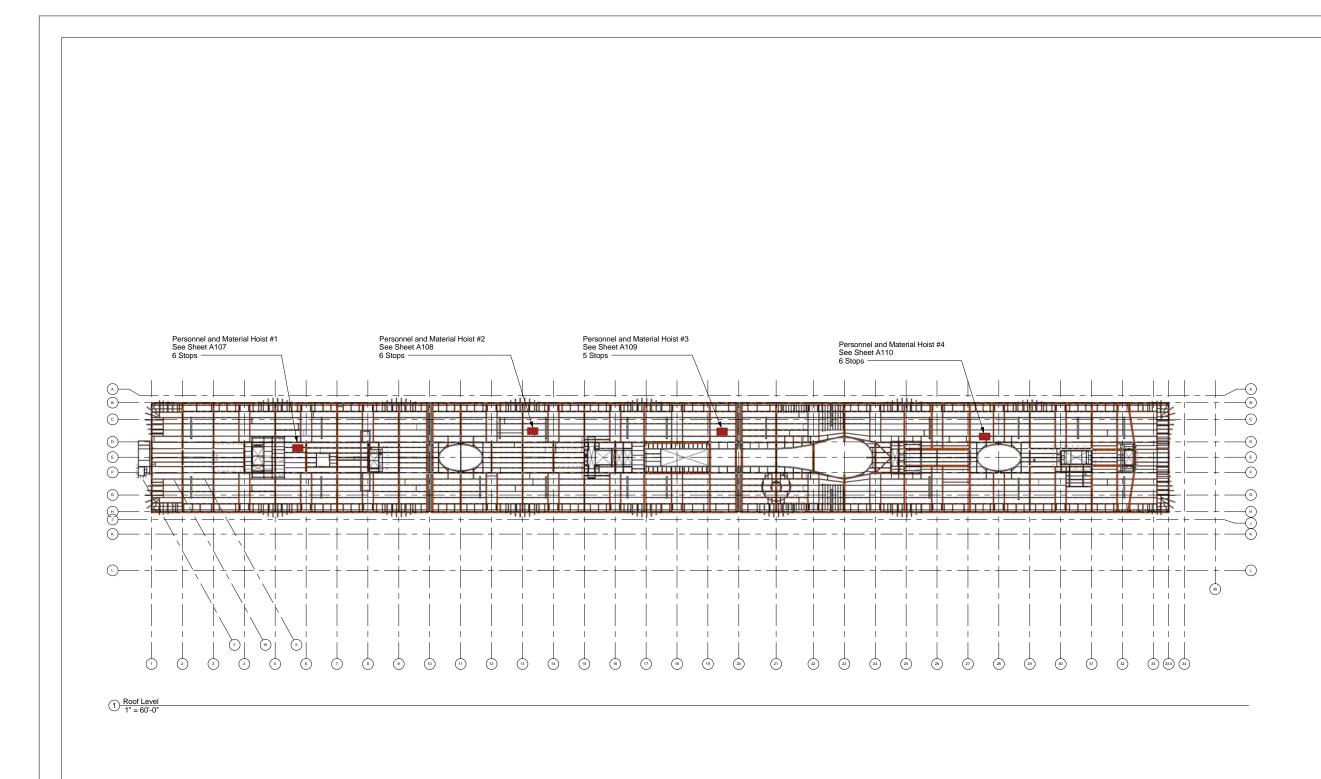
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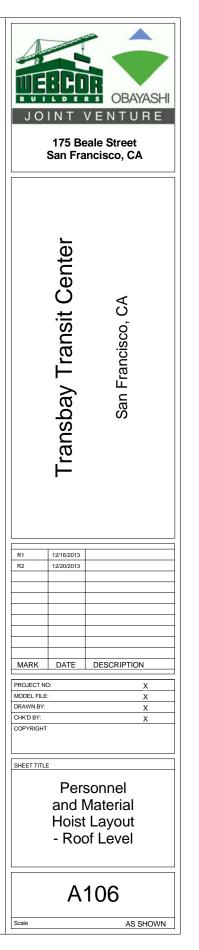
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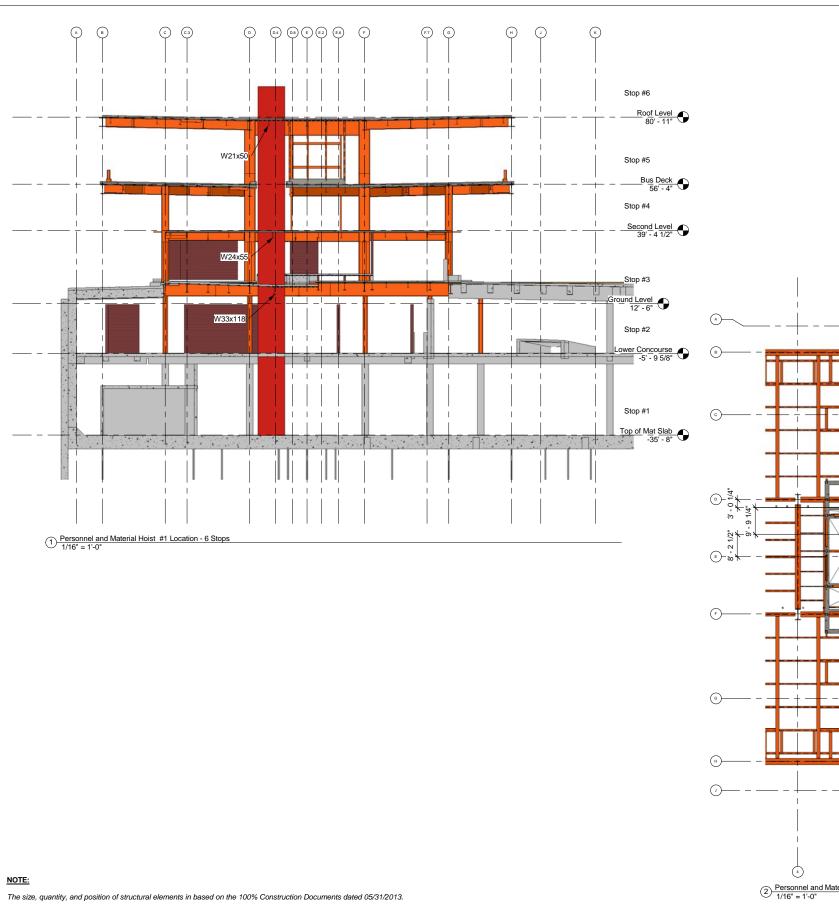
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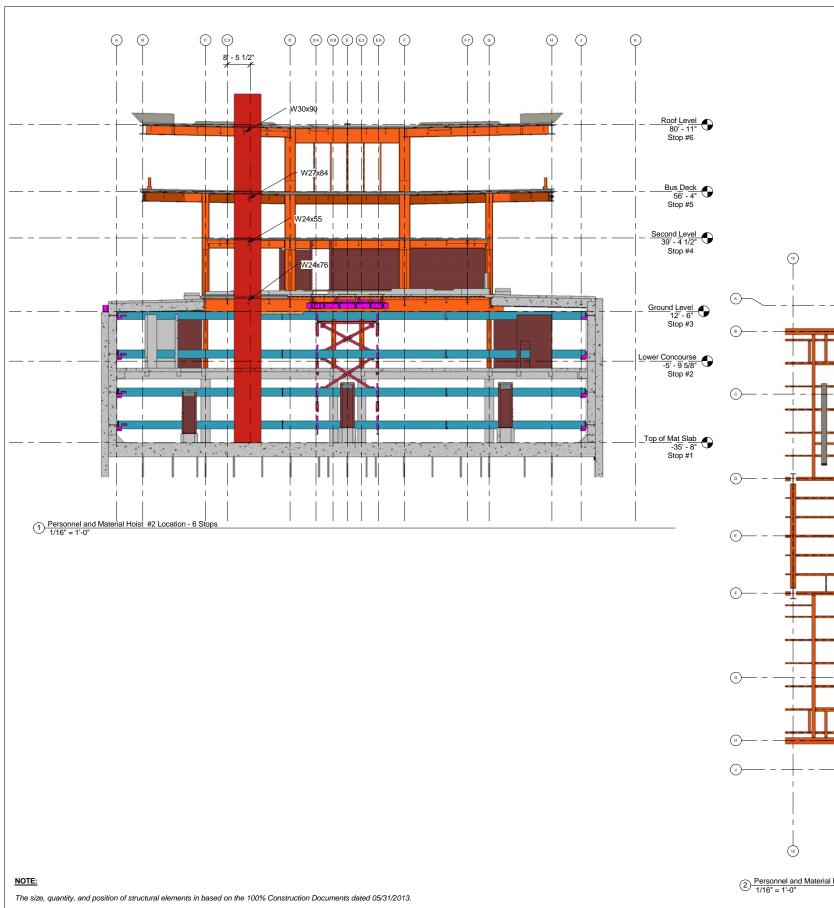
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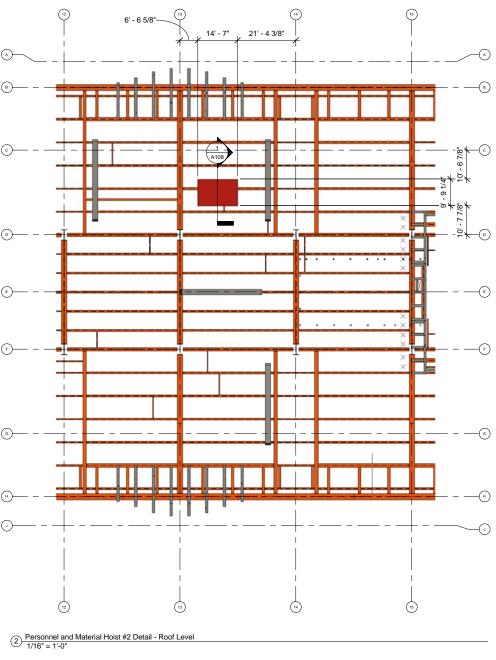




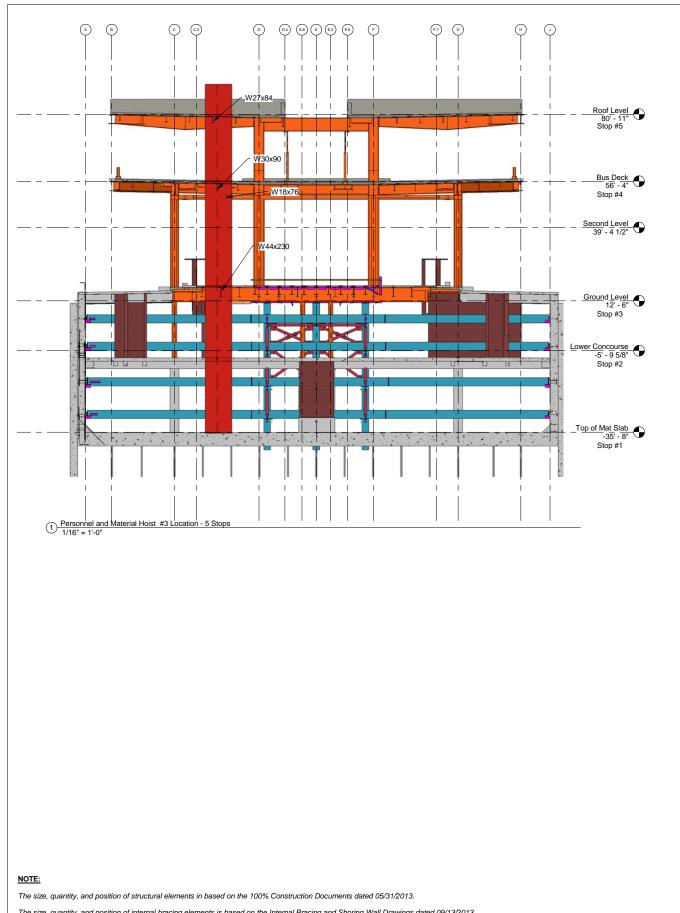


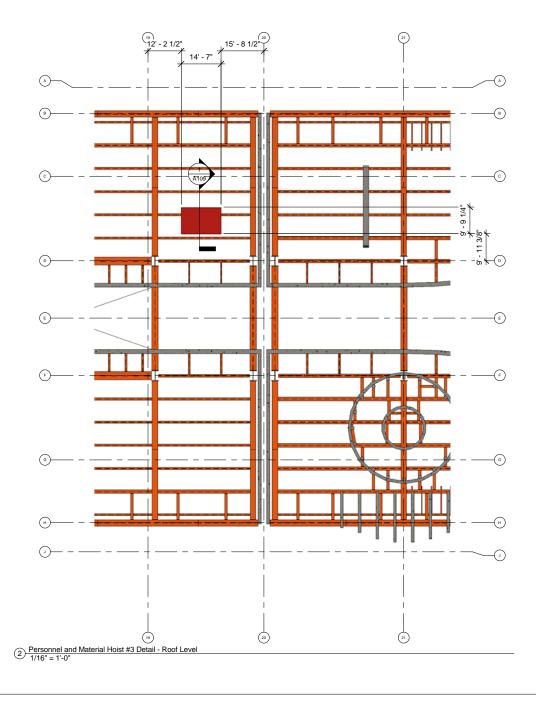
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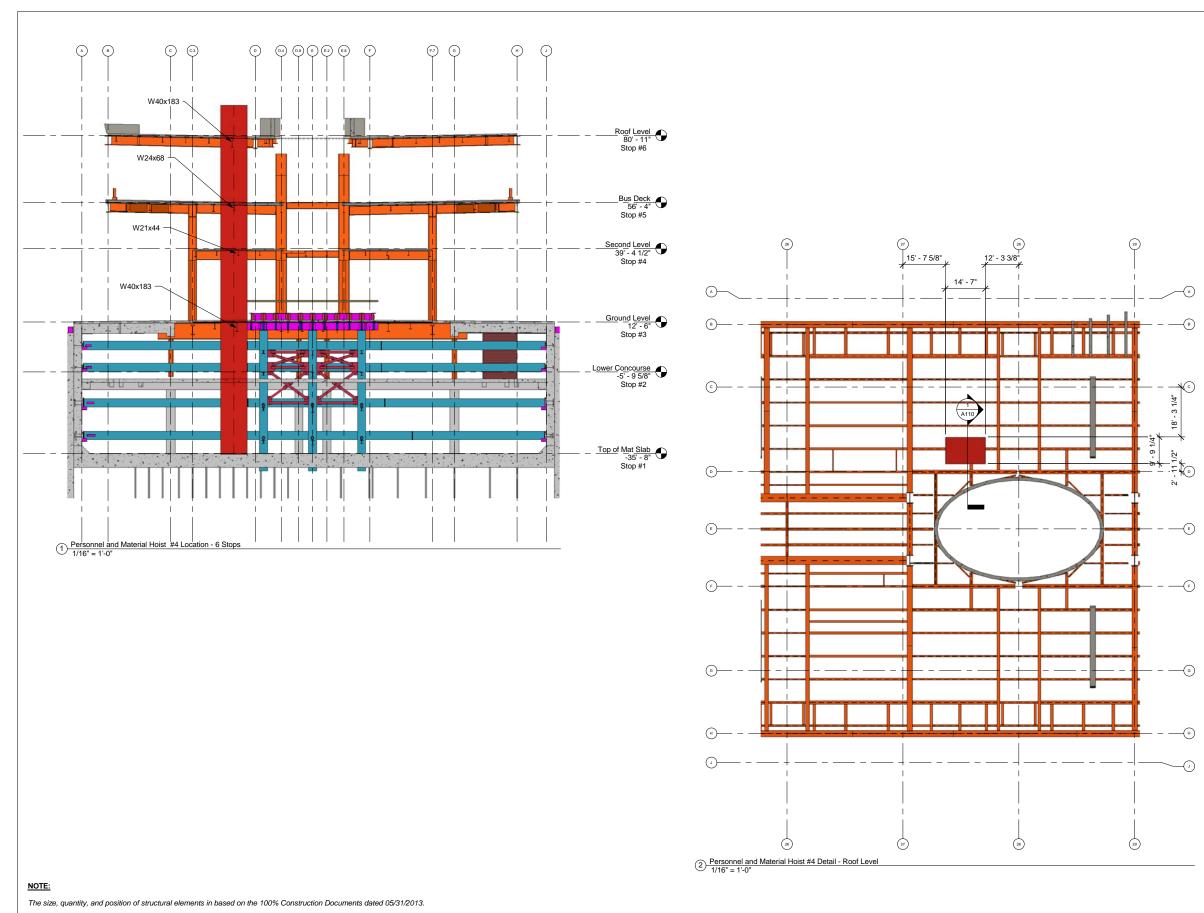


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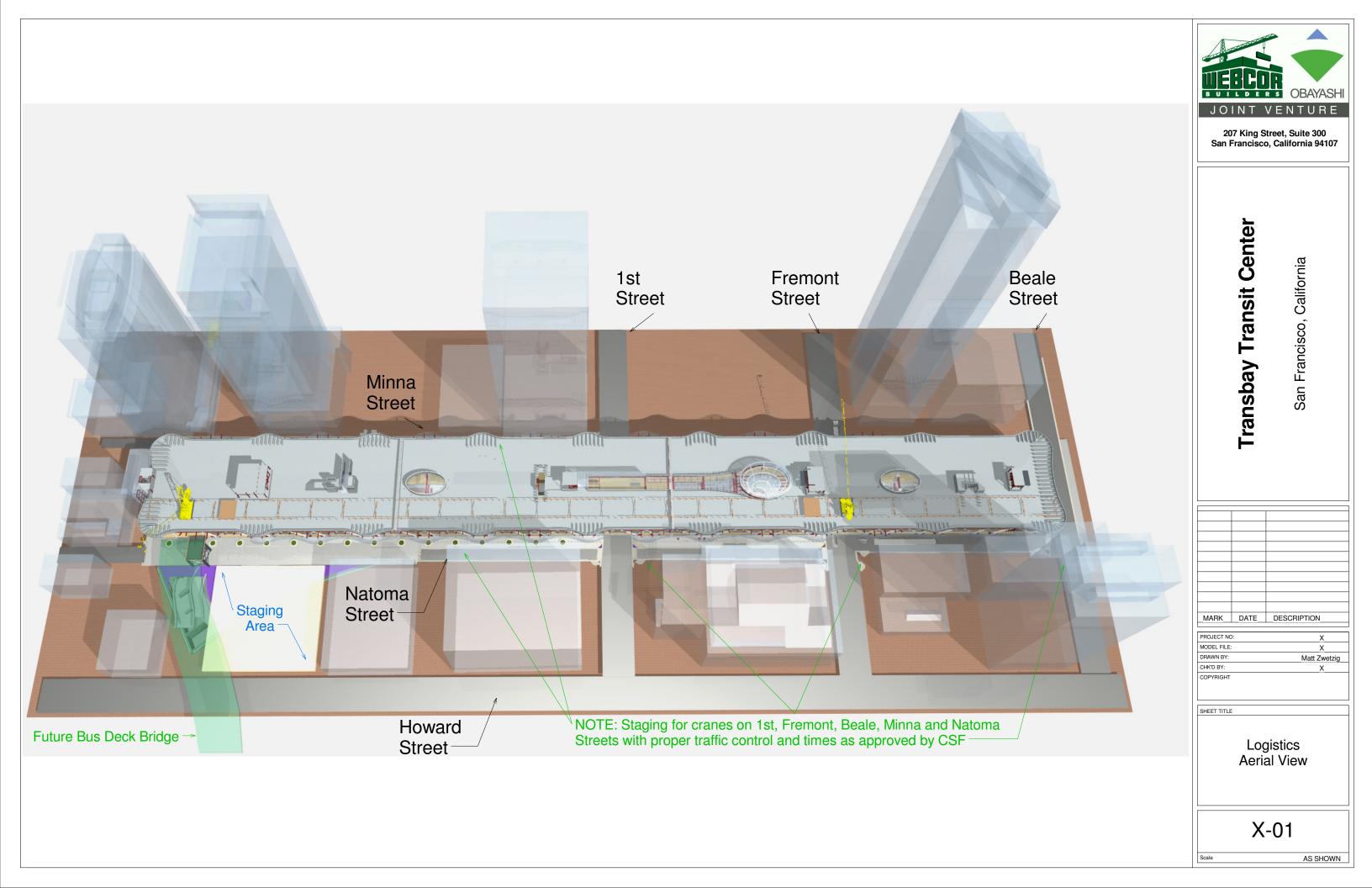


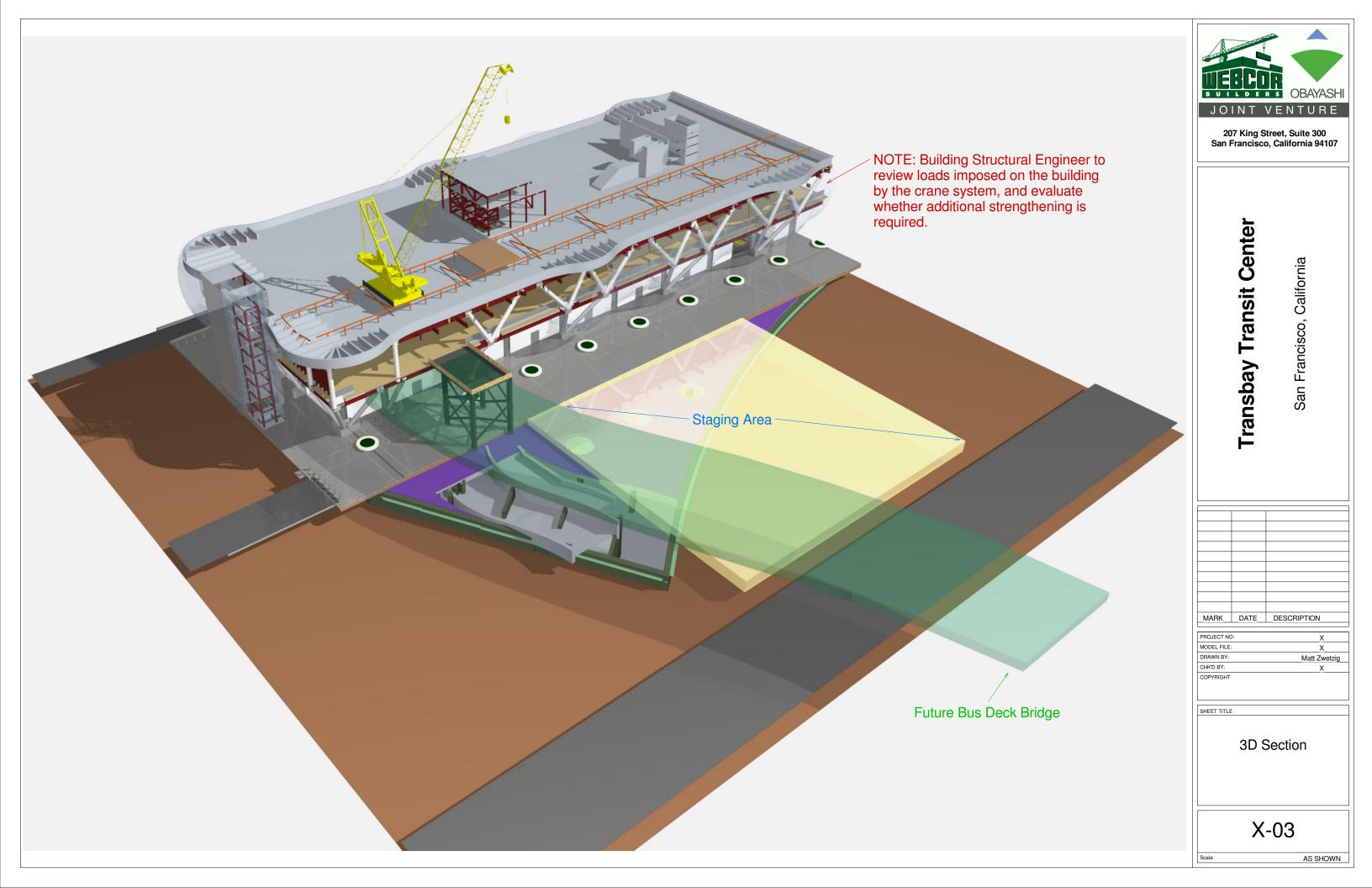
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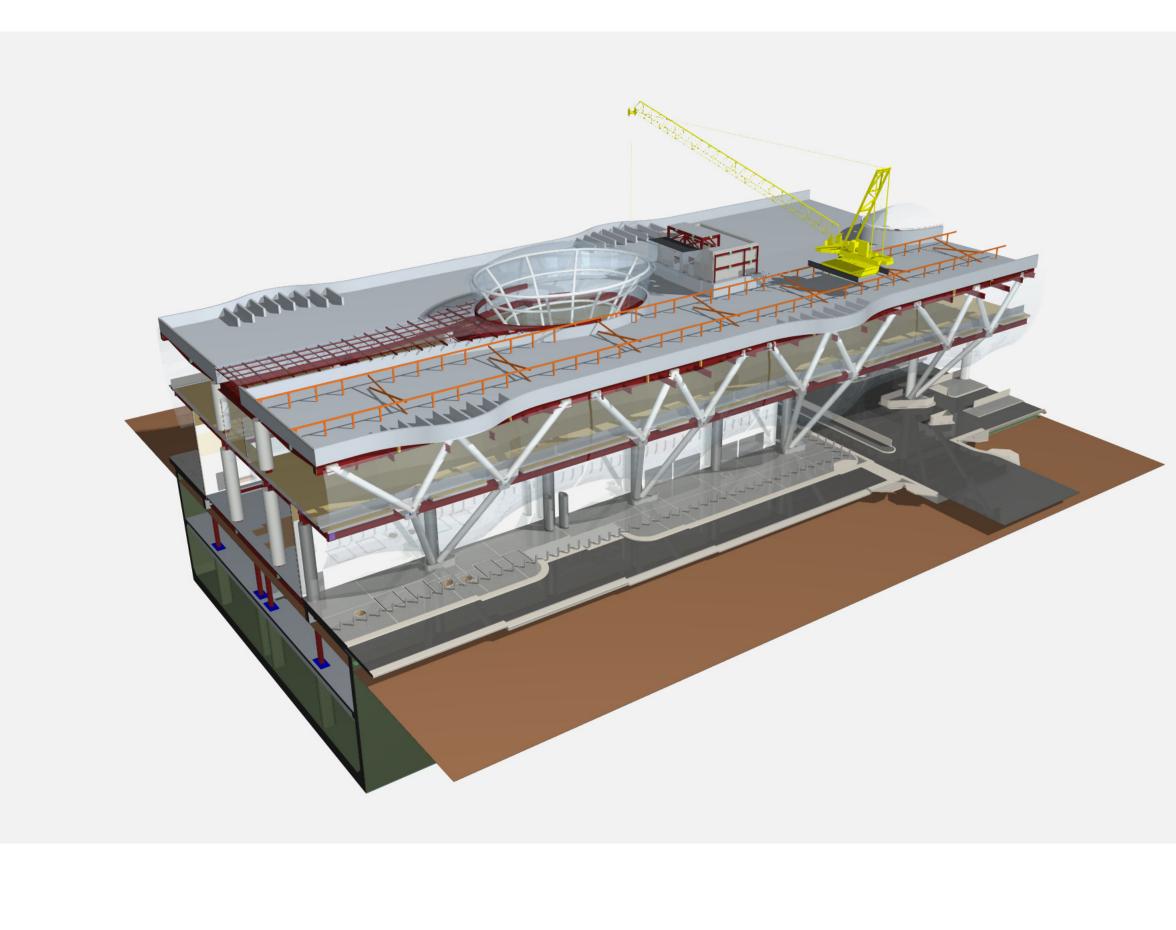


The size, quantity, and position of internal bracing elements is based on the Internal Bracing and Shoring Wall Drawings dated 09/13/2013.

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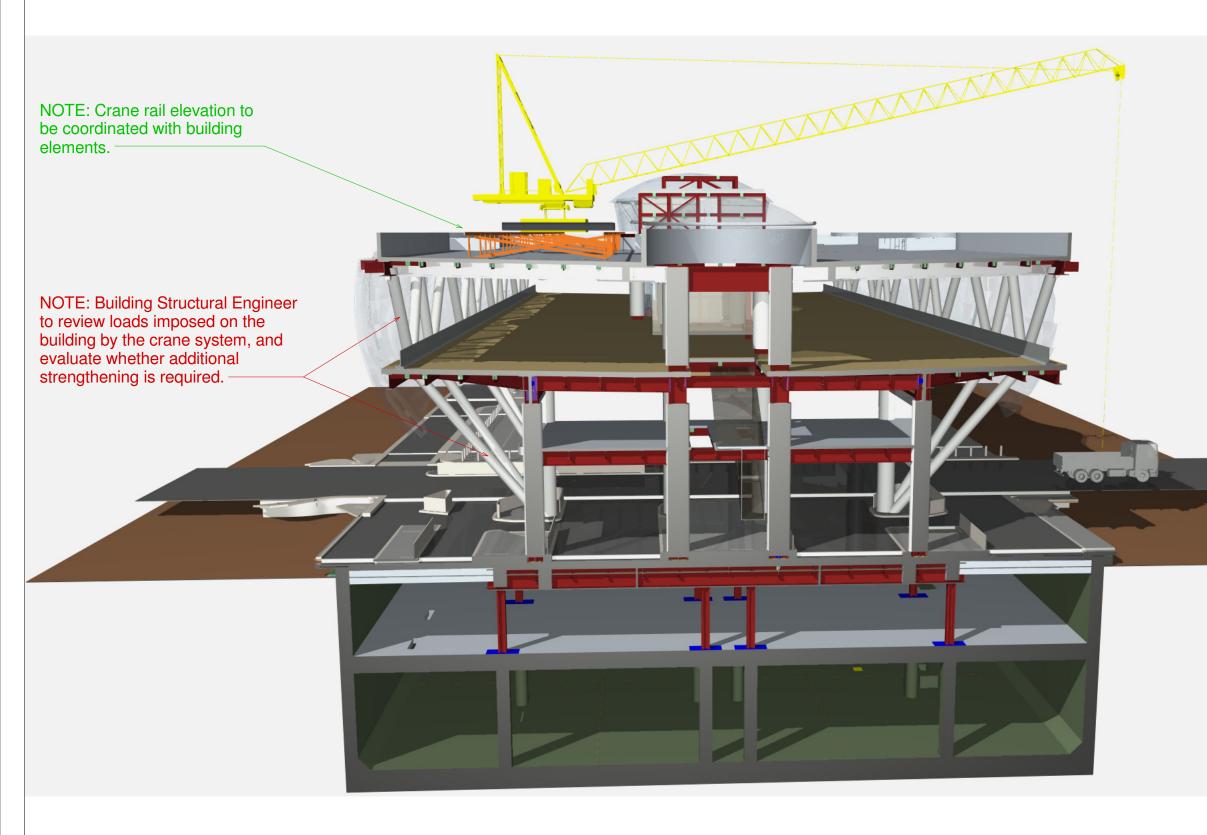


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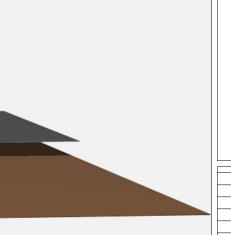
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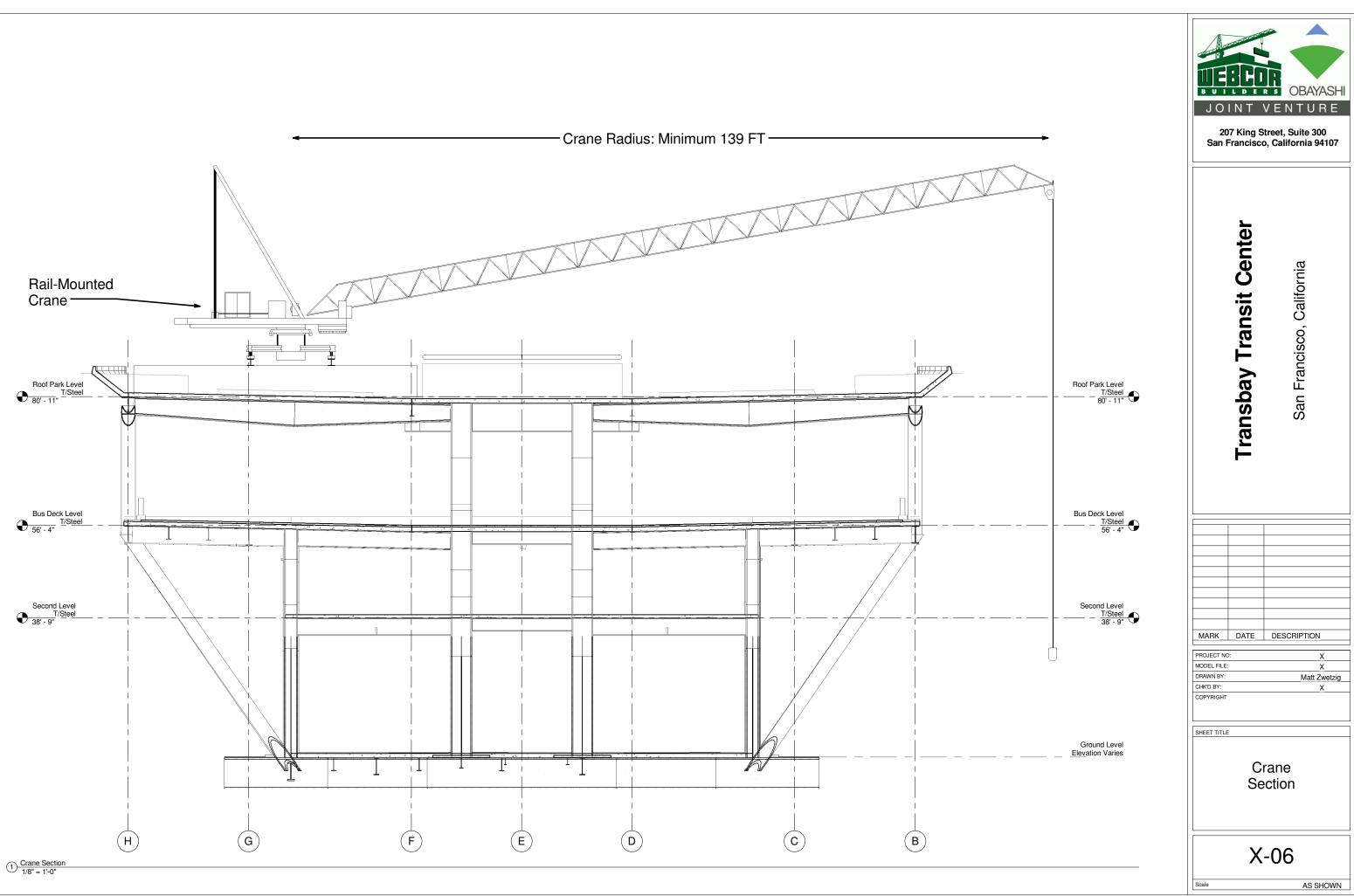
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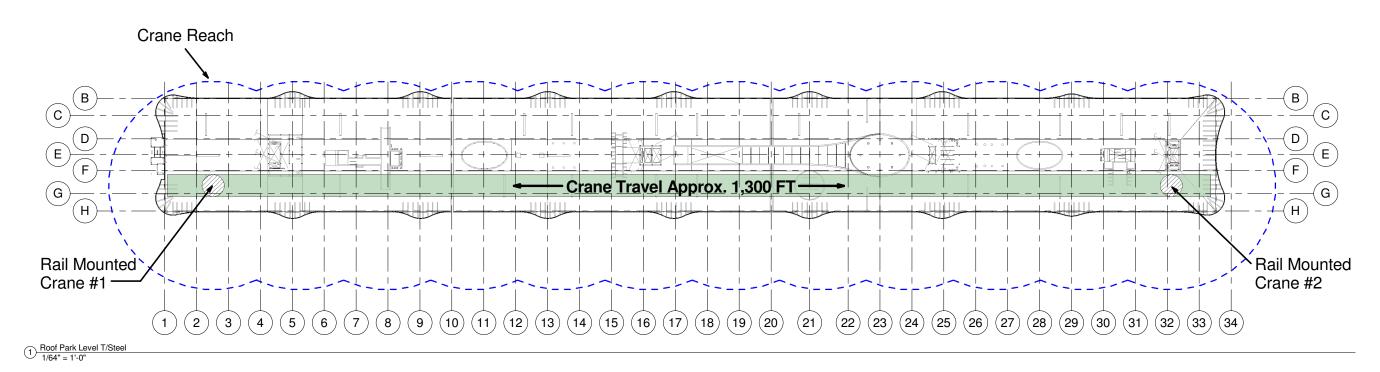


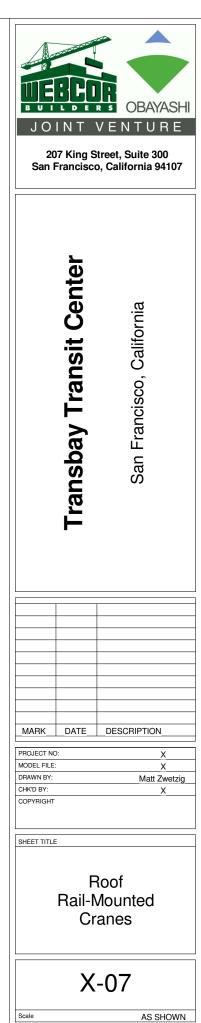


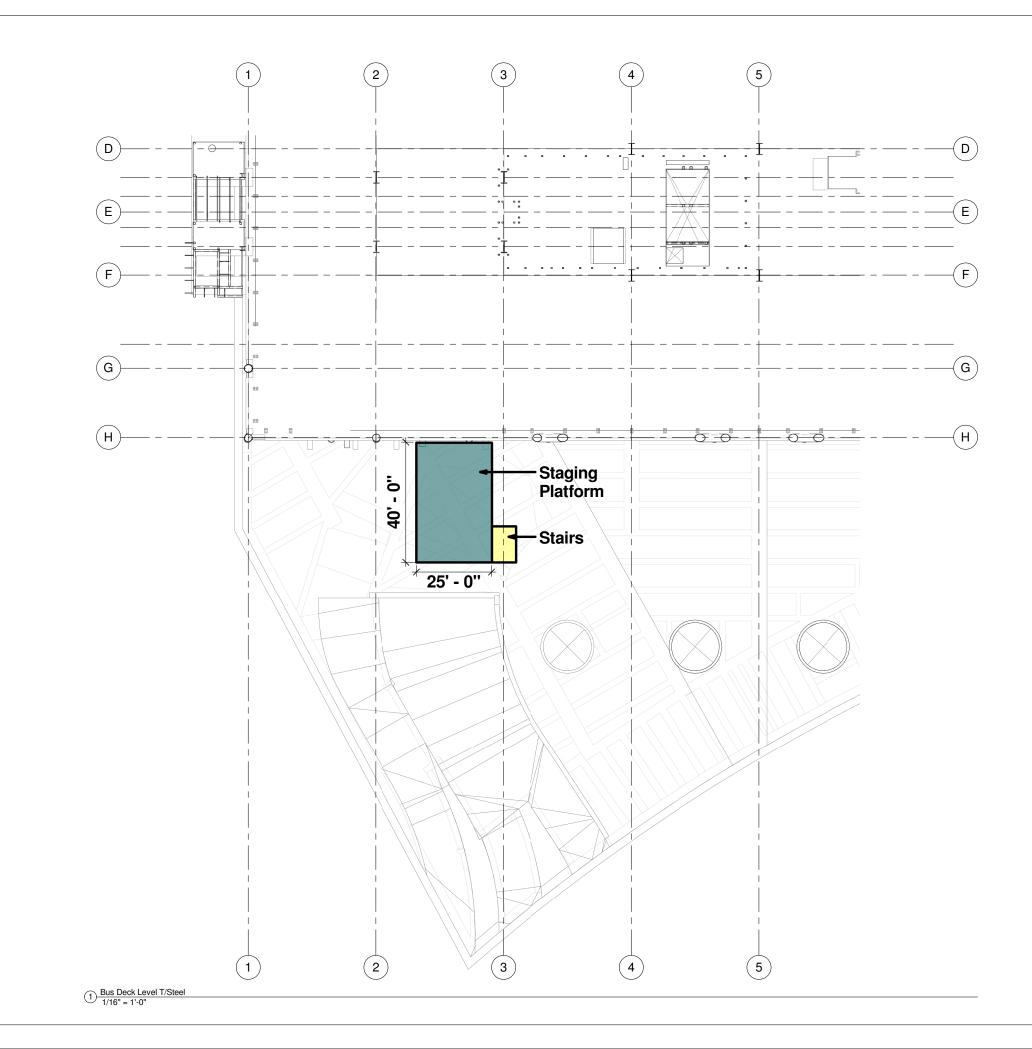


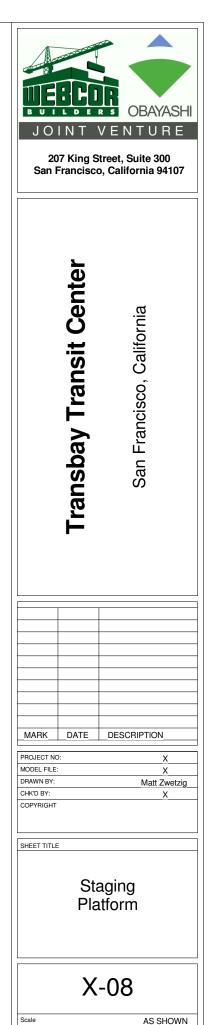
Scale





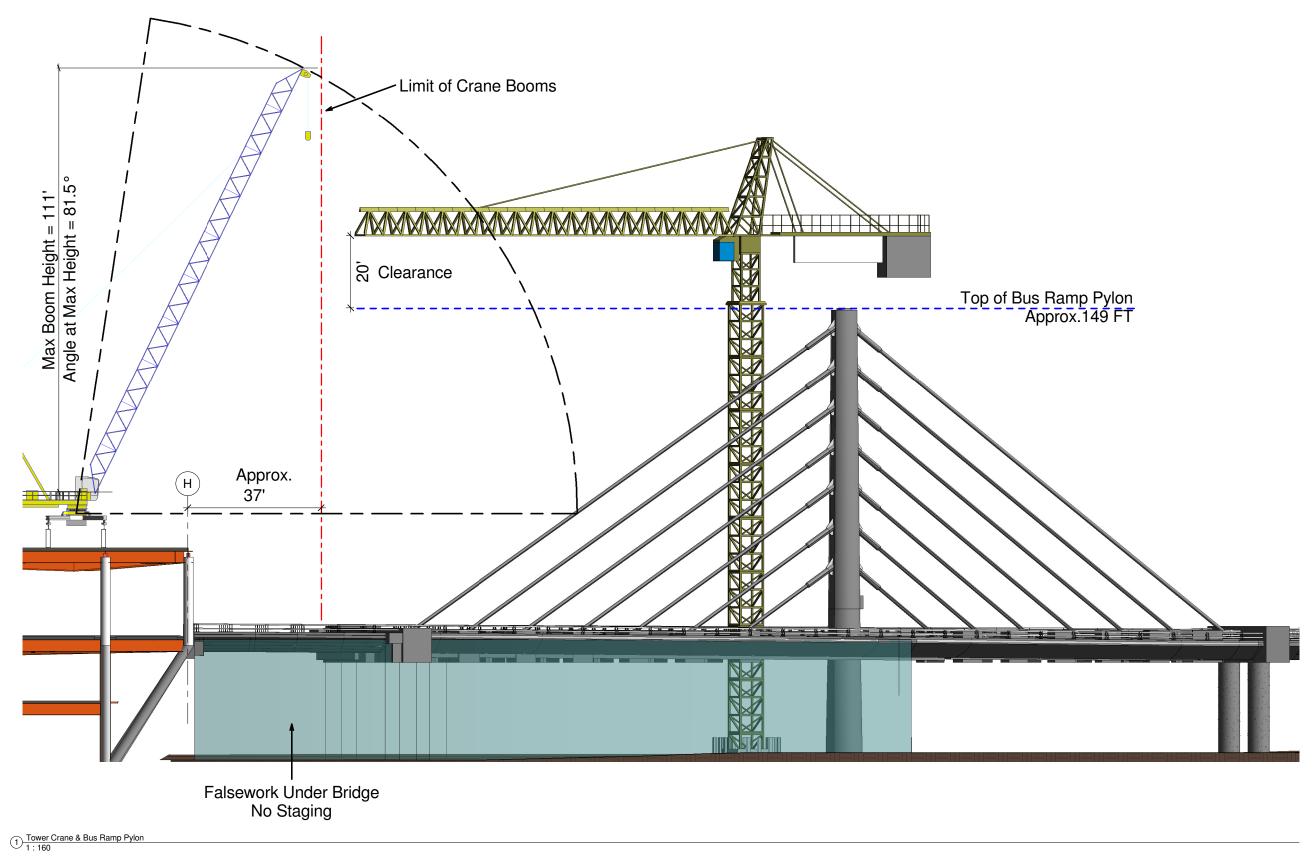


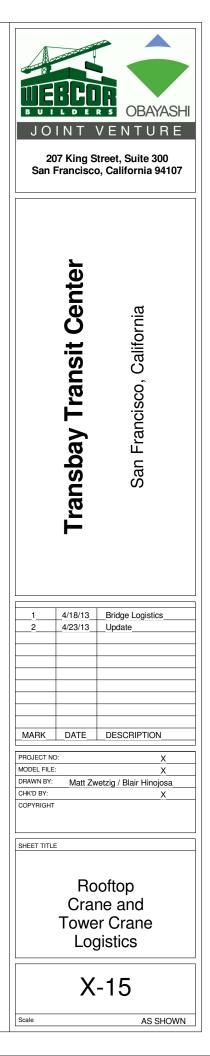


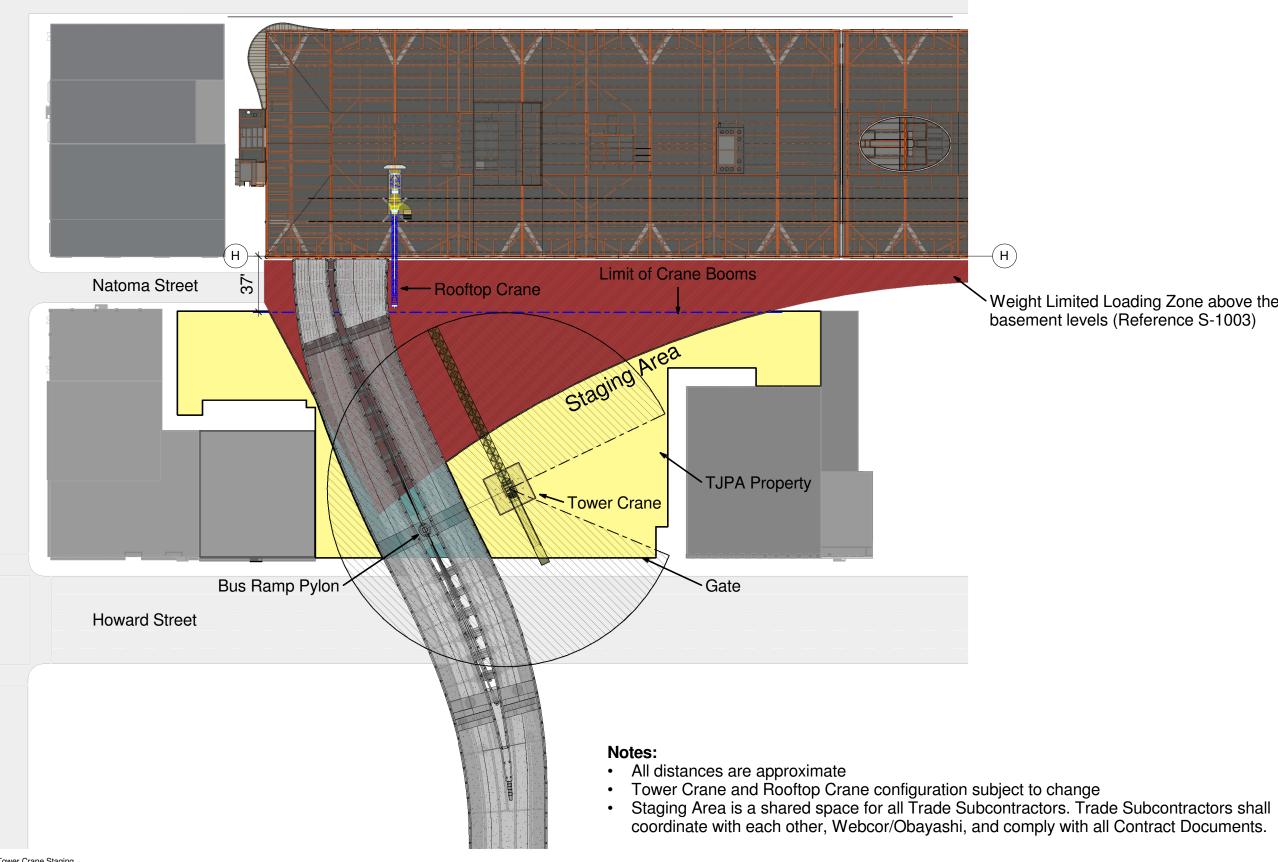


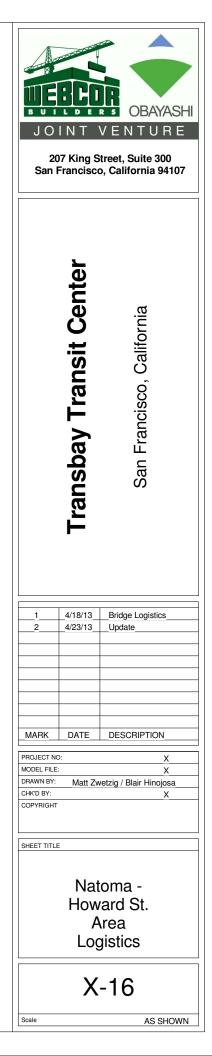
Notes:

- All distances are approximateTower Crane and Rooftop Crane configuration subject to change









Weight Limited Loading Zone above the basement levels (Reference S-1003)

