



Transbay Transit Center

B... Request for Proposals
Manual Dated: **2014-12-16**
...B

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

REVISION ~~17~~ **18** Dated ~~August 12, 2014~~ **December 16, 2014**

TABLE OF CONTENTS

I.	INTRODUCTION	5
II.	PROJECT INFORMATION.....	6
A.	OWNER – Transbay Joint Powers Authority	6
B.	PROGRAM MANAGER/PROGRAM CONTROLS CONSULTANT (PM/PC) – URS.....	6
C.	CONSTRUCTION MANAGEMENT OVERSIGHT (CMO) – Turner Construction.....	6
D.	CONSTRUCTION MANAGER/GENERAL CONTRACTOR – Webcor/Obayashi Joint Venture	6
E.	ARCHITECT/ENGINEER – Pelli Clarke Pelli Architects/AECOM	6
III.	INSTRUCTIONS TO PROPOSERS	8
A.	Trade Subcontractor’s Representation	9
1.	Proposal	9
B.	Obtaining Request for Proposals Documents.....	9
1.	Document Availability	9
C.	Examination of Request for Proposals Documents and Project Site	10
1.	Project Conditions	10
2.	Contract Document Review.....	10
D.	Request for Proposals Process and Procedures	11
1.	General Process Overview	11
2.	Form and Style of Proposals.....	11
3.	Submission of Proposals.....	11
4.	Modification or Withdrawal of Proposal	12
5.	Statutory Request for Proposals Requirements	13
E.	Additional Request for Proposals Notes	15
1.	Interpretation or Correction of RFP Documents.....	15
2.	Exclusions/Clarifications/Qualifications	16
3.	Addenda	16
4.	Tax.....	16
5.	Phases of Construction	16
F.	Award & Execution of Trade Subcontract.....	16
1.	Award.....	16
2.	Execution.....	16
3.	Authorization to Proceed	17
IV.	TRADE SUBCONTRACTOR REQUIREMENTS	18
A.	General Information.....	18

1.	Codes	18
2.	Office Space	18
3.	Parking and Staging.....	18
4.	Daily Reports.....	18
5.	Weekly Meetings.....	19
6.	Permits.....	19
7.	Inspections and Testing	19
8.	Surveying, Staking and Layout	20
9.	Embedded Items	20
10.	Penetrations	20
11.	Cutting/Patchwork.....	21
12.	Leave Out Areas	21
13.	Protection of Work and Security	21
14.	Weather Protection	22
15.	Temporary Toilets and Sanitary Facilities will be provided by others.	22
16.	Temporary Power	22
17.	Temporary Lighting.....	22
18.	Temporary Water	22
19.	Notification Requirements.....	23
20.	Utility Shut-Down Requirements	23
21.	Existing Utilities/Existing Condition.....	23
22.	Delivery Requirements.....	23
23.	Traffic.....	23
24.	Sidewalk and Street Coordination	24
25.	Cranes/Hoisting	24
26.	Personnel/Material Access	24
27.	Vehicle Maintenance	25
28.	Project Supervision and Management	25
29.	Team Résumé.....	25
30.	No Smoking.....	25
31.	Specific Project Requirements.....	26
32.	Track-out	26
33.	Construction Stormwater Pollution Control/Compliance Plan	26
34.	Submittals	26
35.	Substitutions	26
36.	Billing Projection	26
37.	Manpower Projection	26
38.	Escalation	27
39.	LEED - NC Version 3.0	27
40.	Warranty	27
41.	Communications.....	27
42.	Distribution of Contract Documents.....	28
43.	Upon Execution of the Subcontract.....	28
44.	Quality Control.....	28
45.	Final Acceptance Inspection.....	28
46.	Final Cleaning	29
47.	Damaged Material	29
48.	Use of Webcor/Obayashi Joint Venture's Equipment	29
49.	Change Orders	29
50.	Claims, and Timing of Notices.....	30

51.	Project Labor Agreement	31
52.	Apprenticeship Program.....	31
53.	Noise Mitigation.....	33
54.	Air Quality.....	33
55.	Construction Waste Management Plan.....	33
56.	Traffic Control Plan.....	33
B.	Safety	33
1.	Required Documents	33
C.	Scheduling and Phasing	34
D.	Small Business Enterprise (SBE) Program	35
E.	Coordination	36
1.	Site.....	36
2.	With Other Trades.....	36
3.	With Consultants	36
4.	With Governing Agencies	36
F.	Logistics.....	36
G.	Clean Up	36
1.	Daily Subcontractor Clean Up.....	36
H.	Recurring Reporting Requirements.....	37
I.	Insurance Requirements	37
J.	Audit	37
K.	As-Builts	38
V.	WEBCOR/OBAYASHI JOINT VENTURE REQUEST FOR PROPOSALS FORMS	39
A.	Request for Proposals Checklist (RFPC) SEE EXHIBIT A	39
B.	Questions On Request for Proposals Documents (QPD)	41
C.	Proposal Bond Form (PB).....	42
D.	Acknowledgment of Receipt of Addenda (ARA)	43
E.	Subcontractor List (SL).....	44
F.	Subcontracting Request (SR)	47
G.	Acknowledgment of Receipt and Review - Project Request for Proposals Manual (ARR).....	48

End Table of Contents

I. INTRODUCTION

PROJECT DESCRIPTION

The Transbay Joint Powers Authority's new Transbay Transit Center(TTC) is under construction 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 TTC 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: Bounded to the east by Main Street, to the west by Second Street, to the north by Minna Street and the south by Natoma Street. The TTC 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 TTC. The work encompasses the area between Second 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 and Bridge: 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 TTC from the south and connect to the TTC 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 TTC, 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, Utility Relocation and Bus Ramps scope for the Transbay Transit Center Project. “Contractor” is used throughout this document interchangeably with “CM/GC” and both refer to Webcor/Obayashi Joint Venture.

Webcor/Obayashi Joint Venture
175 Beale Street
San Francisco, CA 94105

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

The Architect provides complete construction documents for the Transit Center 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 PROPOSERS

Webcor/Obayashi Joint Venture reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals (RFP) at any time, and to reject any and all submittals without indicating any reason for such rejection. As a function of the RFP process, Webcor/Obayashi Joint Venture reserves the right to remedy technical errors in the RFP and to modify the published scope of services.

Statements and other materials submitted with this RFP will not be returned.

Webcor/Obayashi Joint Venture reserves the right to abandon this RFP process and/or change its procurement process for the subject Trade Package at any time 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 or relating to its response to, or any other work related to, the RFP.

The issuance of this RFP does not constitute an agreement by Webcor/Obayashi Joint Venture or the TJPA that any Trade Subcontract 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 submission procedure, as determined by Webcor/Obayashi Joint Venture and the TJPA in its sole discretion.
- Reject any or all Proposals, without indicating any reason for such rejection and to waive any minor irregularity in a Proposal.
- Reissue an RFP.
- 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 RFP, or the requirements for contents or format of the proposals.
- Request that one or more Trade Subcontractors 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 RFP by any other means.

Any interpretation of or change in this RFP will be made by addendum, and shall become part of the Proposal 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 fees, administration, bonds, insurances, contingency, profit and other necessary activities for this project shall be included in the Proposal amount and distributed into the Proposal Items.

A. Trade Subcontractor's Representation

1. Proposal

Trade Subcontractor by submitting its Proposal represents that Trade Subcontractor has carefully examined, read, reviewed and understands the RFP Documents and the project site; is fully informed of existing conditions and limitations, including all items contained in the RFP Documents; and its Proposal is made in accordance therewith. As such Trade Subcontractor will sign, date and return the last page of this Project Request for Proposals Manual, Acknowledgement of Receipt and Review (ARR in Forms Section), with their Proposal.

B. Obtaining Request for Proposals Documents

1. Document Availability

Trade Subcontractor is responsible for obtaining the RFP Documents.

a) ARC - (415) 495-8700.

<http://www.e-arc.com>

b) Plan Rooms:

(1) San Francisco Builder's Exchange

850 South Van Ness Ave.

San Francisco, CA 94110

(415) 282-8220

(2) Alameda County Builder's Exchange

3055 Alvarado St.

San Leandro, CA 94577

(510) 483-8880

(3) Contra Costa Builder's Exchange

2440 Stanwell Drive

Concord, CA 94520

(925) 685-8630

(4) Peninsula Builder's Exchange

735 Industrial Rd., #100

San Carlos, CA 94070

(650) 591-4486

(5) Sacramento Regional Builder's Exchange

1331 T Street

Sacramento, CA 95814

(916) 442-8991

(6) Builder's Exchange of Santa Clara County

400 Reed Street

Santa Clara, CA 95050

(408) 727-4000

(7) Solano-Napa Builder's Exchange

135 Camino Dorado

Napa, CA 95050
(707) 255-2515
(8) Ventura County Contractors Association
1830 Lockwood Street, Suite 110
Oxnard, CA 93036
(805) 981-8088

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

Contract Documents and reference documents for the Transbay Transit Center Project may contain protected information pertaining to sensitive, financial, commercial, or proprietary business information and/or the security of the Project. Such protected information is classified as Confidential Information, Sensitive Security Information (SSI) or Protected Critical Infrastructure Information (PCII). Proposers and Trade Subcontractors shall follow the procedures for the safeguarding of protected information specified in Specification Section 01 35 70, Document Control Procedure for Protected Information.

RFP Documents containing protected information will be made available to Proposers after they have signed and returned a completed Non-Disclosure Agreement (NDA) to the TJPA.

Certain protected information is available only from the TJPA's secure website. Protected information available on the TJPA's secure website is listed on the attachment to the NDA; refer to instructions attached to the NDA for accessing the referenced documents.

C. Examination of Request for Proposals Documents and Project Site

1. Project Conditions

Trade Subcontractor shall give due consideration to the intricate and difficult conditions at the site 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

Trade Subcontractors are alerted to Specification Section 00 07 00 – General Conditions, Article 3, CM/GC's Responsibilities, as these requirements apply to each Trade Subcontractor with respect to their respective scopes of work. Without limiting the applicability of all provisions of the Prime Contract, certain requirements are reiterated herein for reference purposes only.

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 Specification Section 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 in advance of the Work to be executed for the express purposes of checking for any manifest errors, omissions, discrepancies or ambiguities and notifying Webcor/Obayashi Joint Venture in writing promptly upon discovery of errors, omissions, discrepancies or ambiguities so that Webcor/Obayashi Joint Venture can properly notify the TJPA within the time period prescribed in Specification Section 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 Building 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 Specification Section 00 07 00, General Conditions, Article 3.08.F).

D. Request for Proposals Process and Procedures

1. General Process Overview
 - a) Trade Subcontractors are encouraged to attend the pre-proposal conference as identified in Exhibit A, Section II, Key Dates,
 - b) The Proposal contract, if awarded, will be awarded to the qualified and responsible Trade Subcontractor as determined by Webcor/Obayashi Joint Venture and the TJPA. Webcor/Obayashi Joint Venture reserves the right to reject any proposal in making its determination for the subject proposal contract. The award of any proposal contract is subject to the approval of the TJPA.
2. Form and Style of Proposals
 - a) Proposals shall be submitted on the Proposal Form included in Exhibit A.
 - b) All Proposal Items shall be completed on the Proposal Form typed or printed legibly in ink. Sums shall be expressed in figures.
 - c) The Proposal shall be deemed non-responsive if all Proposal Items are not completed on the Proposal Form.
 - d) Terminology such as “No Proposal”, “Not Applicable”, “No Change” or “Does Not Apply” shall not be used.
 - e) In the case of discrepancy between words and figures, the words shall prevail.
 - f) The Proposal shall include the legal name of the Trade Subcontractor and a statement that the Trade Subcontractor is a sole proprietor, a partnership, a corporation or identified as some other legal entity. Proposals shall be signed by the person or persons legally authorized to bind the Trade Subcontractor to a contract of the size and scope of the Subcontract. A Proposal submitted by an Agent shall have a current power of attorney attached certifying the Agent’s authority to bind the Trade Subcontractor.
 - g) The work in an individual Proposal Package described in these documents is the sole responsibility of the successful Trade Subcontractor. Proposals will only be accepted on the full scope of Work outlined in and in strict conformity with all requirements in the RFP Documents.
3. Submission of Proposals
 - a) Submission of a Proposal constitutes an incontrovertible representation by Trade Subcontractor that the Trade Subcontractor has complied with every requirement in the RFP Documents; that the price is premised upon performing and furnishing the Work required by the RFP Documents without exception; that the RFP Documents are sufficient in scope and detail to accurately describe all terms and conditions for the performance of the Work; and the Trade Subcontractor accepts all terms and conditions of the Webcor/Obayashi Joint Venture Long Form Subcontract without exception.
 - b) Proposals shall be submitted no later than the date and time specified in Exhibit A for Proposals or as subsequently specified if changed by Addendum.

- (1) The deadline for submitting Proposals will be the time stated in the Advertisement for Proposals, exactly.
 - (2) No Proposals received after the specific date and time will be accepted.
- c) Trade Subcontractor shall fill in all blanks as appropriate on the Proposal form and shall submit with its Proposal the forms noted herein and as listed in the Request for Proposals Checklist (RFPC) properly completed and executed.
 - d) All copies of the Proposal and all other documents are required to be submitted with the Proposal and shall be enclosed in a sealed opaque envelope. "SEALED PROPOSAL ENCLOSED" shall be written on the face of the envelope. The envelope shall identify the Project name, Trade Subcontractor name and address and the specific Proposal Package as per Exhibit A instructions.
 - e) Proposals sent via overnight mail or messenger requires that the sealed Proposal envelope be enclosed in a separate mailing envelope. The overnight mail cover shall also identify the Project name, Trade Subcontractor name and address as well as the Proposal Package. It shall be the Trade Subcontractor's responsibility to see that Proposals are sent in sufficient time to be received at the specified address and taken to the place of the Proposal opening prior to the time specified in the Exhibit A.
 - f) Oral, telephonic, email, facsimile or telegraphic Proposals are invalid and will be rejected.
 - g) Proposals which are in any way conditional or which make alterations, omissions, or qualifications to the terms of the Proposal Documents shall be rejected as incomplete, unqualified or non-responsive.
 - h) All Proposal 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 Proposal.
 - i) Each Proposal shall show the full business address of the Trade Subcontractor and be executed with its usual signature. A Proposal 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 Proposal 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.
 - j) Proposals will only be accepted for individual Proposal Packages from Qualified Trade Subcontractors, and Trade Subcontractors meeting all qualification requirements per public code and any Qualification instructions, if applicable. Trade Subcontractors are required to propose the entire Proposal Package. Trade Subcontractors may submit a proposal for more than one Proposal Package; however, separate Proposals are required for each Proposal Package.
 - k) Webcor/Obayashi Joint Venture reserves the right after opening Proposals to reject any or all Proposals, and to waive any minor irregularity in a Proposal.

4. Modification or Withdrawal of Proposal

- a) In submitting its Proposal the Trade Subcontractor agrees that the Proposal shall not be modified, withdrawn or cancelled by the Trade Subcontractor after the stipulated time period and date designated for the receipt of Proposals.
- b) Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for their receipt. Such notice shall be in writing over the signature of the Trade Subcontractor.
- c) Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided they are then fully in conformance with the RFP.
- d) Those Proposals not withdrawn prior to the scheduled time for receipt of Proposals shall not be withdrawn for a period of ninety (90) days thereafter.

5. Statutory Request for Proposals Requirements

- a) Tax Registration
 - (1) Trade Subcontractor shall submit the Business Tax Registration Declaration (Specification Section 00 04 54).
- b) Contractor's License
 - (1) A Trade Subcontractor who does not hold the license(s) required to perform the Work shall be considered non-responsive and the Proposal shall be rejected.
- c) Highest Prevailing Wage
 - (1) Trade Subcontractor shall complete and submit with its Proposal a Highest Prevailing Wage Rate Certification form (Specification 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.
- d) Apprenticeship Training
 - (1) Trade Subcontractor shall complete and submit with its Proposal a Certificate of Trade Subcontractor Regarding Apprenticeship Training Program form (Specification Section 00 04 65).
 - (2) Upon award the Trade Subcontractor shall complete and submit a Certificate of Subcontractor Regarding Apprenticeship Training Program form (Specification Section 00 04 66).
 - (3) Upon award the Trade Subcontractor shall provide a copy of the completed and submitted DAS 140 Form "Public Works Contract Award information".
DAS Forms are available at the State of California Department of Industrial Relations Division of Apprenticeship Standards on public works projects website <http://www.dir.ca.gov/das/PublicWorksForms.htm>
 - (4) Upon award the Trade Subcontractor shall provide documentation of minimum and maximum apprenticeship ratios for each craft expected to be employed by the Trade Subcontractor and its subcontractors. Trade Subcontractor to provide a copy of the registered apprenticeship program documentation and submit a completed Webcor/Obayashi Joint Venture Exhibit Q, "Trade Subcontractor's Apprenticeship Requirements".
- e) CityBuild/First Source
 - (1) Trade Subcontractor shall comply with CityBuild/First Source Program Requirements specified in Specification Section 00 08 20. Trade

Subcontractor shall complete and submit with its Proposal a CityBuild/First Source Referral Program Certification as stated in Specification Section 00 04 57. The Trade Subcontractor's signature on the Proposal Form shall constitute signature of the CityBuild/First Source Referral Program Certification. In the event the successful Trade Subcontractor whose Grand Total Proposal Price and selected Alternates is in excess of the amount stated in the CityBuild/First Source Program Requirements and fails to submit timely said certification, the successful Trade Subcontractor may forfeit the amount of its Proposal bond or Certified Check, and consideration for Contract award may pass to the next lowest responsive, responsible Trade Subcontractor at the discretion of Webcor/Obayashi Joint Venture.

f) Debarment and Suspension

(1) Trade Subcontractor shall complete and submit with its Proposal the "Certification Regarding Debarment Suspension and Other Responsibility Matters" form (Specification Section 00 08 13/APA).

(2) Trade Subcontractor further agrees by submitting this Proposal 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 Proposal opening the "Certification of Lower-Tier Subcontractor or Supplier Regarding Debarment and Suspension" form (Specification Section 00 08 13/APA) for lower-tier covered transactions of \$25,000 or more.

(3) The inability of Trade Subcontractor or its lower-tier Subcontractors, or suppliers to provide the above certifications may not necessarily result in denial of award of the Contract. In the event that Trade Subcontractor 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 Trade Subcontractor or its lower-tier Subcontractor(s), or suppliers to furnish a certification or an explanation may disqualify such Trade Subcontractor from eligibility for award of the Contract.

(4) Trade Subcontractor agrees by submitting this Proposal 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 "Exclusions Extract Data Package" on the federal System for Award Management website: <http://www.sam.gov>, under the Data Access tab.

(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) 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.

g) Additional Certifications

Additional Certifications are required with Proposal submission (See Request for Proposals Checklist (RFPC)).

E. Additional Request for Proposals Notes

1. Interpretation or Correction of RFP Documents

a) Trade Subcontractor shall notify Webcor/Obayashi Joint Venture of all ambiguities, inconsistencies or errors discovered upon examination of the RFP Documents, the Project site and local conditions. Trade Subcontractor shall provide notification in writing describing any ambiguities, inconsistencies or errors with Webcor/Obayashi Joint Venture's Question on Proposal Documents Form (QPD in Forms Section). Each submitted QPD question and its associated response will be posted to the TJPA website for all Trade Subcontractors to review.

(1) In the event that the response required does not reside within the RFP 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 Pre-Qualified prospective Trade Subcontractors of record, and made available as per the Obtaining RFP Documents section above. Webcor/Obayashi Joint Venture is not responsible for oral explanation or interpretations of the RFP Documents.

(2) An optional Pre-Proposal Conference may be held to allow for Trade Subcontractor's clarification(s) of the intent of the RFP Documents,

dissemination of information and a site visit/tour. Refer to Exhibit A for further information.

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

2. Exclusions/Clarifications/Qualifications

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

3. Addenda

a) Addenda will be made available as per the Obtaining RFP Documents section above.

b) All Trade Subcontractors shall acknowledge receipt of all Addenda prior to submission of a Proposal. Submit the Acknowledgement of Receipt of Addenda Form (ARA in Forms Section). Failure to complete and submit this form will cause Trade Subcontractor to be non-responsive and its Proposal may be rejected.

4. Tax

a) The Trade Subcontractor's Cost Proposal 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 (Specification Section 00 04 54).

5. Phases of Construction

a) Trade Subcontractors 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 Trade Subcontract

1. Award

a) In accordance with TJPA Procurement Policy, no proposal is accepted and no construction contract in excess of \$400,000 is awarded by the TJPA until such time as TJPA staff recommends the Contract for award, and the TJPA Board of Directors then adopts a resolution to award the Contract. Accordingly, the Trade Subcontract, if awarded by Webcor/Obayashi Joint Venture, shall be subject to the approval of the TJPA.

2. Execution

Except as otherwise set forth below, within five (5) working days after the date of Webcor/Obayashi Joint Venture's written notification of award of the Trade Subcontract, the Trade Subcontractor shall deliver the following properly completed and signed documents to Webcor/Obayashi Joint Venture:

(1) Long Form Subcontract, two (2) original copies with the successful Trade Subcontractor's signature affixed thereto. If successful Trade Subcontractor is "doing business as" company, attach a copy of "dba" certificate filed with and certified by the County Clerk.

(2) Insurance certificates and endorsements (see Exhibit D), two (2) original copies of each, including the following:

(a) The Trade Subcontract 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

175 Beale Street

San Francisco CA 94105

(b) Name as additional insured the parties as specified in the Trade Subcontract Documents with endorsement attached.

(c) If the standard Acord 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."

(3) Corporate authority in the form of resolution or certified extract from the minutes authorizing the signatory to sign on behalf of the corporation.

(4) Within ten (10) days after the date of Webcor/Obayashi Joint Venture's written notification of award of the Trade Subcontract, the successful Bidder shall deliver 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 (Specification 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 (Specification Section 00 04 66), successful Bidder shall submit written proof of each such lower tier Subcontractor's or supplier's status as a signatory.

Failure to deliver to Webcor/Obayashi Joint Venture one or more of the documents listed shall constitute a refusal to enter into the Contract.

3. Authorization to Proceed

This project will be funded from multiple sources and the TIPA intends to issue multiple Notices to Proceed (NTPs). The first NTP will be issued at the time of award in an amount sufficient to begin the Work. Additional NTPs will follow as Work progresses.

End of Section III – Instructions To Trade Subcontractors

IV. TRADE SUBCONTRACTOR REQUIREMENTS

A. General Information

The complete RFP including this Project Request for Proposals 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. It shall be understood that the Trade Subcontractor is responsible for compliance with any requirement in the Proposal Documents.

Work to be performed by Trade Subcontractors shall be in accordance with the complete RFP.

This Project Request for Proposals 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, federal laws, 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. No office space is allowed on-site or in any staging areas.
3. Parking and Staging
 - a) Webcor/Obayashi Joint Venture will not provide any parking for Trade Subcontractors' employees, lower-tier subcontractors, vendors, etc. Trade Subcontractor is responsible for all parking for their employees, lower-tier subcontractors, vendors, etc. as no parking is provided on or off-site or in any staging areas.
 - b) Staging and lay down areas will remain in control of Webcor/Obayashi Joint Venture at all times. Due to jobsite constraints there will be limited staging and lay down area availability. Arrangements for use of staging and/or lay down areas shall be submitted in writing and must be approved in advance by Webcor/Obayashi Joint Venture. Availability of staging and lay down areas is not guaranteed. All arrangements for use of any other properties by Trade Subcontractors will be made by that Trade Subcontractor.
4. Daily Reports
 - a) 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 9:00 a.m. the following work day including all required information pursuant to RFP 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; and
 - (5) Daily quantities associated with the day's Work, Trade Subcontractor shall coordinate with Webcor/Obayashi Joint Venture regarding what quantities to report.
 - (6) Number of employees per trade (including but not limited to: foreman, journeymen, apprentices and administrative personnel).
 - c) Trade Subcontractor shall include a copy of its daily sign-in sheet with the Daily Reports. Webcor/Obayashi Joint Venture shall provide Trade Subcontractor with a .pdf of TJPA's Daily Sign-in Sheet for use, prior to start of work.
 - d) Staying current with submission of the complete Daily Reports and daily sign-in sheets is a requirement for Progress Payments.
5. Weekly Meetings
- a) Trade Subcontractor agrees that its Superintendent and/or Project Manager will attend all meetings as required by Specification Section 01 10 40 and Specification 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 its scope in a timely manner. Refer to Specification Section 01 14 10 for project permits.
 - b) Trade Subcontractor shall be required to obtain TJPA Night Noise Permits for any scheduled night work to be performed.
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 its 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 fees for missed or failed inspections and any fines, liquidated damages and consequential damages resulting from lack of compliance with applicable codes.
 - 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 its 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. Trade Subcontractor shall refer to Exhibit R, "Survey Information", for the updated project survey control points, provided by other trade subcontractor. Trade Subcontractor shall protect and maintain all control and benchmark elevations throughout the project.
- 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 all staking, elevation control, line, grade and field layout from weather and other trades.
- d) Any discrepancies in the Documents or other Trade Subcontractor's 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 Subcontractor's embeds or damage to other Trade Subcontractor's work shall be the responsibility of this Trade Subcontractor to cure.
- d) No lead-containing anchors or connectors shall be used.
- e) All embedded items shall be stored on site 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.
- f) Protection of embedded items furnished to another trade subcontractor for installation shall be the responsibility of the furnishing trade subcontractor immediately upon installation of the embedded item.

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 in accordance with required sound ratings, fire ratings and applicable codes. Seals shall be air tight and water tight in the areas penetrated.
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) Trade Subcontractor shall include all required cutting and patchwork as required by or for its 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 following the completion of the interior elevators on the project. Trade Subcontractor shall include in the Proposal all costs associated with performing the completion of the work affected by the leave out areas as out of sequence work. General hoist locations will be shown on the Site Logistics plan in the Exhibit A attachments. Trade Subcontractor to coordinate and submit final locations to Webcor/Obayashi Joint Venture for approval. Trade Subcontractors shall perform all work through completion, in accordance with approved leave out area schedule.

13. Protection of Work and Security

- 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. Trade Subcontractor shall replace all damaged or defective work, materials, and equipment before requesting final acceptance.
- b) Trade Subcontractor shall protect all of its work 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 any Trade Damage.
- d) Trade Subcontractor shall settle all Trade Damage costs with all 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.
- e) Phase Requirements – The project is being performed in several phases. This proposal package covers a portion of the overall work plan. To provide safe working areas and minimize rework, care must be taken to assure future protection of work installed in this package.
- f) Any walls, pipes, floor drains, conduit, or other protuberances that will be stubbed up in floor require protection from damage throughout the remaining phases. Trade Subcontractors must provide protection to be left in place to assure ease of access for future work.

- g) Valuable materials must be properly stored and/or protected to avoid theft. Copper, brass, other metals and valuable parts must be stored and protected as needed.
 - h) All storage and protection procedures shall be submitted to Webcor/Obayashi Joint Venture for review to assure that all methods are acceptable and can be maintained in future phases.
 - i) 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 until completion of the work and acceptance by the Owner. Any Trade Subcontractor materials or equipment that are lost or damaged will be the responsibility of the Trade Subcontractor.
 - j) Valuable materials must be properly stored and/or protected to avoid theft. Store and protect copper, brass, other metals and valuable parts as needed.
 - k) Submit all protection procedures to Webcor/Obayashi Joint Venture for review and approval to assure all methods are acceptable and can be maintained in future phases.
 - l) Security for Staging Areas that may be provided by Webcor/Obayashi Joint Venture to the Trade Subcontractor shall be maintained by Trade Subcontractor until completion of the work and acceptance by the Owner.
14. Weather Protection
- a) It shall be the responsibility of the Trade Subcontractor to take all measures to protect its Work from inclement weather, including that determined by Webcor/Obayashi Joint Venture, until completion of the work and acceptance by the Owner.
 - b) Weather protection for Staging Areas that may be provided by Webcor/Obayashi Joint Venture to the Trade Subcontractor shall be maintained by Trade Subcontractor at all times.
15. Temporary Toilets and Sanitary Facilities will be provided by others.
16. Temporary Power
- a) Webcor/Obayashi Joint Venture will provide power within 100' of all work areas throughout the project. Trade Subcontractor shall be responsible for all temporary power needs to complete its work beyond the distribution points provided by Webcor/Obayashi Joint Venture. Use of the site temporary power skids is shared with other trade subcontractors, and shall be limited to temporary lighting, small tools, and other small equipment. Webcor/Obayashi Joint Venture will not provide temporary power for welding.
17. Temporary Lighting
- a) Webcor/Obayashi Joint Venture shall provide all code-required temporary lighting.
 - b) Trade Subcontractor shall provide all task lighting required for safe and proper installation of its Work.
18. Temporary Water
- a) Webcor/Obayashi Joint Venture will provide temporary hose bibs at various locations throughout the project. Any additional temporary water needs such as hydrant meters, additional connections, hoses, etc. will be the responsibility of Trade Subcontractor.

- b) Trade Subcontractor is responsible for supplying its own drinking water, cups and trash receptacles, and all trash shall be removed from the site on a daily basis.

19. 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 Contract Documents.
- b) Whenever Trade Subcontractor desires to perform work outside regular working hours, Trade Subcontractor shall provide written notice to Webcor/Obayashi Joint Venture a minimum of five (5) working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such work so that Webcor/Obayashi Joint Venture and the TJPA may make the necessary arrangements for testing and inspection. This section shall take precedence over Specification Section 00 07 00, Article 3.04.F.

20. 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 Proposal.

21. Existing Utilities/Existing Condition

The project is being performed in several phases. This proposal package covers a portion of the overall work plan. To provide safe working areas and minimize rework, care must be taken to assure future protection of work installed in this package.

- 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 RFP 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.
- c) Due to the overall project sequence of work, "existing conditions" may change between time of proposal and beginning of work. It shall be the responsibility of the Trade Subcontractor to field verify all existing conditions prior to planning and execution of work. Trade Subcontractor shall verify and certify locations of the Work in accordance with the Survey and Control Specification Section 01 10 50.

22. 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) Weekend deliveries are not to be scheduled, unless approved in advance by Webcor/Obayashi Joint Venture.
- e) Trade Subcontractor to provide traffic, flagging and pedestrian control for Trade Subcontractor's deliveries in accordance with applicable law, Contract Documents, and Webcor/Obayashi Joint Venture requirements.

23. Traffic

- a) Trade Subcontractor shall follow all traffic control measures as indicated in the Proposal Documents.
- b) Trade Subcontractor is responsible for all traffic control and for maintaining traffic control and related work for its own Work for each zone until completion of the Work.
- c) Trade Subcontractor must coordinate efforts with other trades and Webcor/Obayashi Joint Venture to assure an efficient and safe environment.

24. Sidewalk and Street Coordination

- a) Trade Subcontractor shall include 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 Specification Section 01 15 70.
- c) Trade Subcontractor shall include all street use permits and fees as required to complete the Trade Subcontractor's Work.
- d) Perimeter site fencing, barricades, guardrails and gates will be provided by Webcor/Obayashi Joint Venture. Trade Subcontractor shall include cost for any removal, modification, and reinstallation of temporary facilities as required for Trade Subcontractor's Work.
- e) Trade Subcontractor must coordinate efforts with other trades to assure an efficient and safe environment.

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25. Cranes/Hoisting

- a) Trade Subcontractor is responsible for coordinating with Webcor/Obayashi Joint Venture and the TG05.8 Rooftop Rail Cranes Trade Subcontractor at all times for use of the rooftop rail cranes. Webcor/Obayashi Joint Venture will provide rooftop rail cranes for use during regular weekday work hours from 7:00 a.m. till 8:00 p.m. If Trade Subcontractor requires use of the rooftop rail cranes outside of the regular weekday work hours, Trade Subcontractor shall cover all costs associated with work during those hours. Trade Subcontractor shall include all other hoisting, crane certification(s), unloading, scaffolding, high reach equipment, platforms, or bracing, etc. as required to complete the Work.

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- 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 in their Daily Report.

26. Personnel/Material Access

- a) Permanent/temporary stairs and Personnel/Material hoists will be provided by Webcor/Obayashi Joint Venture as shown in Contract Documents.

- b) Trade Subcontractor shall provide all additional temporary means to provide access, as required, to perform the Trade Subcontractor's work, typically defined as but not limited to, lifts, scaffolding, and ladders as needed.

27. Vehicle Maintenance

It will be the responsibility of Trade Subcontractor to maintain all its vehicles and equipment used on-site and to comply with the following items:

- a) Maintained to prevent oil and/or other fluid leaks.
- b) Kept clean as necessary to prevent excessive build-up of oil and grease.
- c) Repaired off-site. No vehicular repairs are allowed to be made on-site.
- d) Incoming vehicles and equipment are to be inspected by Trade Subcontractor for leaking oil and fluids. Leaking vehicles and/or equipment shall not be allowed on-site.
- e) Cleanup and proper disposal of any oil or fluid leak.

28. Project Supervision and Management

- a) Trade Subcontractor shall provide sufficient supervision and management to meet all schedule and budget requirements. Refer to specific requirements as found in Exhibit A.
- b) Webcor/Obayashi Joint Venture reserves the right to have Trade Subcontractor's personnel permanently removed from the job for violating any Contract requirements or otherwise failing to follow standard industry practices in connection with the performance of the Work. If a Trade Subcontractor employee is removed, Trade Subcontractor will replace employee with equal or greater qualifications subject to approval by Webcor/Obayashi Joint Venture, which approval shall not be unreasonably withheld.

29. Team Résumé

- a) Trade Subcontractor shall include a resume of the proposed jobsite superintendent(s) with the Proposal. This person will work directly with Webcor/Obayashi Joint Venture 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 and response team who can be available in an emergency and a project organizational chart upon award.
- b) Trade Subcontractor shall provide résumés of key personnel who will manage and supervise the construction in order to validate consistency with those identified at the time of qualification.
- c) Any variation to the proposed team is subject to review and approval by Webcor/Obayashi Joint Venture.
- d) Additional staffing may be requested by Webcor/Obayashi Joint Venture if deemed necessary.
- e) Webcor/Obayashi Joint Venture will reserve the right to request that specific personnel with specific expertise be added to Trade Subcontractor's team, if Webcor/Obayashi Joint Venture determines that specific expertise is lacking in the project team.

30. No Smoking

- a) Smoking is strictly prohibited on or within twenty (20) feet of the jobsite and is grounds for removal from the project site.

31. Specific Project Requirements
- a) All equipment used on site is to be equipped with BroadBand alarms. Contact Brigade Electronics www.brigade-electronics.com or (888) 727-4423 for alarm type.
32. Track-out
- a) 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.
33. Construction Stormwater Pollution Control/Compliance Plan
- a) Trade Subcontractor shall comply with the project Storm Water Pollution, Erosion, and Sediment Control Plan. Refer to Exhibit K.
34. Submittals
- a) Consistent with the requirements set forth in the RFP Documents, Trade Subcontractor is required to provide an electronic copy of all submittal.
 - 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. This internet program may be in addition to that specified in Specification Section 01 31 25. See Communications (Paragraph 41 below) and Exhibit A for further information.
 - c) Trade Subcontractor shall provide submittals as defined in the technical specifications pursuant to Specification Section 01 13 00 and in compliance with the Project Schedule. Trade Subcontractor shall provide the Trade Subcontractor's Submittal Schedule no more than fifteen (15) days after award. Procurement lead times must be indicated on the submission.
 - (1) Webcor/Obayashi Joint Venture shall provide an electronic Microsoft Excel form for the Submittal Schedule and determine required grouping of submittal packages. All fields must be filled in.
 - d) In its 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 its work as required, or make other arrangements at no additional cost so as not to impact the schedule, customer or other trade subcontractors.
 - e) Trade Subcontractor shall update the Submittal Schedule and reconcile it with the Trade Package Progress Schedule no less than twice a month. Payment will be contingent on the receipt of this form.
35. Substitutions
- a) No substitutions shall be made in the Trade Subcontractor's Work unless permitted in the Contract Documents.
36. Billing Projection
- a) The Trade Subcontractor shall provide a complete Schedule of Values and Billing Forecast anticipated throughout the course of the project and update monthly thereafter upon award for submission with payment. Refer to the Request for Proposals Checklist (RFPC) for submission requirements.
37. Manpower Projection

a) The Trade Subcontractor shall provide a month-by-month projection of average jobsite manpower and resources which ties to the total man-hours provided on the Proposal Form. This projection shall be updated monthly with the payment request. Refer to RFPC for submission requirements.

38. Escalation

a) Trade Subcontractor shall include all escalation for their Scope of Work for the duration of the Project.

39. LEED - NC Version 3.0

a) This is a LEED - NC Version 3.0 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 RFP Documents and Exhibit E to provide all required documentation and satisfy timely compliance. The LEED Action Plan has been submitted by Webcor/Obayashi Joint Venture and is not a requirement of Trade Subcontractors.

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 Trade Subcontractor's and included in the base proposal, all alternates as applicable.

c) The USGBC LEED certification credit matrix as included in the RFP 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 for complying 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 to be included in the project proposal(s) as submitted. If there is a conflict between any portion of the Specification Section (s), drawings or other documents, those that are most stringent 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 for fully remedying the situation including the removal, reinstallation, remediation, correction of its work and compensation to others for related work that may be impacted by its actions and activities.

e) Trade Subcontractor shall maintain a set of up-to-date LEED submittals and associated record documents on site at all times. Proof of up-to-date LEED submittals and record shall be monitored for monthly invoice approval and progress payment.

40. Warranty

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

41. 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 personnel.

b) In no case shall communications be made directly to the Owner's representatives (architects, engineers, etc.) and or adjacent property owner(s) unless specifically directed by Webcor/Obayashi Joint Venture.

c) Trade Subcontractor shall meet or exceed the requirements listed in the RFP 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).
- (2) E-mail system that will handle attachments of at least 8MB (AOL or similar is not acceptable).
- (3) Internet Explorer, version IE8 or later.
- (4) Scanner capable of handling at least 8½" x 11" sheets.
- (5) Trade Subcontractor, if requested, shall utilize an Internet-Based Project Management System providing collaboration tools for the Project and an InternetBase Document Sharing Website, which may be used to facilitate the electronic dissemination of Project Information. Refer to RFP Documents for additional information.

42. 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.

43. 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 RFP 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 an electronic copy of all applicable codes, reference guides, standards, etc. as requested by Webcor/Obayashi Joint Venture 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.

44. 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 Exhibit J, "Webcor/Obayashi JV Contractor Quality Control Program", for the Transbay Transit Center Project and submitted by Trade Subcontractor to Webcor/Obayashi Joint Venture for review and approval. Specification Section 01 14 00 and the Webcor/Obayashi Joint Venture Quality Control Program require the Trade Subcontractor to implement and manage specific quality control processes which are unique to the Transbay Transit Center Project. Refer to Contract Documents and Exhibit J for additional information.

45. Final Acceptance Inspection

- a) During the Final Acceptance Inspection process Trade Subcontractor will be back charged for each punch list item pertaining to an aspect of its work that is scheduled to be complete and is found to be incomplete or unacceptable during back check.
- b) Trade Subcontractor shall provide Webcor/Obayashi Joint Venture no less than 48 hours written notice that it is ready for the punch list process that allows Webcor/Obayashi Joint Venture adequate time to verify completion of the noted area without impact to the project schedule. Reference Specification Section 01 14 00 for Final Acceptance Inspection requirements.
- c) Trade Subcontractor shall use the project's designated punch list tracking system.
- d) The Trade Subcontractor is responsible for protection of and cleaning completed work until Final Acceptance by the Owner.

46. Final Cleaning

- a) Trade Subcontractor shall provide final cleanup of Trade Subcontractor's installed material surfaces prior to acceptance by Webcor/Obayashi Joint Venture.

47. 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.

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

- a) Notwithstanding any provision of the construction contract or any proposal 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.

49. Change Orders

- a) Trade Subcontractor agrees to the terms and conditions of the Webcor/Obayashi Joint Venture Long Form Subcontract including, but not limited to General Conditions (Specification Section 00 07 00) and Article 6 (Clarifications and Changes in the Work) regarding Changes in the Work. Trade Subcontractor agrees to release the Contractor and the TJPA from claims for additional compensation or time relating to the undisputed amount included in the change order. Trade Subcontractor shall not condition or qualify any 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) Change Order Requests and subsequent pricing as required will be submitted per project and contractual requirements otherwise specified to allow proper notification and processing by Webcor/Obayashi Joint Venture, TJPA and their representatives.
- c) Change estimates will include complete detail and back-up documentation and shall fully reference applicable drawings and documents. Trade Subcontractors recognize that changes are inherent in the building process and jobsite supervision, project management, and other overhead costs to administer a reasonable amount of change orders is included in the base proposal. Change order estimates must provide detailed back-up including, but not limited to labor units, pricing back-up, trade

discounts, and other detail as appropriate. Webcor/Obayashi Joint Venture has the right to audit invoices for materials and equipment to confirm actual pricing.

d) Webcor/Obayashi Joint Venture reserves the right to reject any change order request due to incomplete, inaccurate or improper information or estimates.

Webcor/Obayashi Joint Venture reserves the right to furnish any materials, equipment, labor or other components required for performance of the change or to separately contract change order work as needed.

e) Trade Subcontractor shall submit to Webcor/Obayashi Joint Venture its Labor and Equipment Hourly Rate within the timeframe specified in the RFPC. Trade Subcontractor shall provide with its submission a breakdown of the Labor Rates in the following format:

Craft & Classification	BASIC HOURLY RATE [A]	FRINGE BENEFITS [B]					STRAIGHT TIME HOURLY RATE [A+B]	OVER TIME HOURLY RATE	
		HEALTH AND WELFARE	PENSION	VACATION / HOLIDAY	TRAINING AND/OR OTHER	OTHER PAYMENTS		DAILY / SATURDAY (1 1/2X)	SUNDAY / HOLIDAY (2 X)
SAMPLE									
Carpenter									
Journeyman	\$ 37.50	\$ 9.59	\$ 6.90	\$ 3.92	\$ 0.58	\$ 2.34	\$ 60.83	\$ 79.58	\$ 98.33
Laborer									
Journeyman	\$ 27.84	\$ 6.04	\$ 7.16	\$ 2.28	\$ 0.34	\$ 0.13	\$ 43.79	\$ 57.71	\$ 71.63

50. Claims, and Timing of Notices

a) Trade Subcontractor agrees to the terms and conditions of the Webcor/Obayashi Joint Venture Long Form Subcontract including, but not limited to General Conditions (Specification Section 00 07 00) and Sections 14 (Recourse by Contractor) and 17 (Claims Resolution Procedure) regarding potential claims.

b) Prior to initiating any Claims Resolution Procedures, Trade Subcontractor must have met all other Contract requirements for change order requests, notifications, Notice of Potential Claims (NOPCs) and any other items required within Contract Documents.

c) Trade Subcontractor must initially submit any request for an equitable adjustment to the Contract Time and/or the Contract Price as a Change Order Request (COR) (see Specification Section 00 07 00, Article 6.03.A) and not as a Notice of Potential Claim (NOPC) (see Specification Section 00 07 00, Article 13.02). In accordance with Specification Sections 00 07 00, Article 6.03.B and 00 07 00.13.02.A, the absence of the TJPA's written determination, within ten (10) days, with respect to the COR, or the outright rejection of the COR, would constitute a "potential claim event", at which time the Trade Subcontractor may choose to submit a NOPC within ten (10) days of such event.

d) TIMING REQUIREMENTS FOR NOTICES AND SUBMISSIONS TO THE OWNER

(1) As already expressly provided in the Long Form Subcontract Agreement, to the extent the Prime Contract timing requirements are shorter than those set forth in the Subcontract Agreement, the shorter period shall govern.

(2) The purpose of the schedule below is to clarify the various specified contractual durations as they pertain to the CM/GC (Contractor) versus the Trade Subcontractor. As it pertains to the Trade Subcontractor,

the durations in Column D for the requirements specified in Column C shall take precedence over those specified elsewhere in the Contract Documents.

B...

CA	Column-A	Column-B	Column-C	Column-d
No.	Description	General Condition Cite	CM/GC Duration	Trade Subcontractor Duration
1	Duration for the submission of a COR	00 07 00, Article 6.03.A	21 Days	15 4 Days
2	Duration to submit COR	00 07 00, Article 6.03.D	10 Days	6 Days
3	Duration to notice of schedule impact	00 07 00, Article 7.02.D.2	7 Days	5 Days
4	Duration to submit a NOPC	00 07 00.13.02.A	10 Days	6 Days
5	Duration to submit a Claim	00 07 00, Article 13.02.B	30 Days	45 Days
6	Duration to request review by TJPA	00 07 00, Article 13.02.F.3	Refer to Specs	Refer to Specs

...B

51. Project Labor Agreement

- a) A Project Labor Agreement exists for the Transbay Transit Center Project. Trade Subcontractor shall reference the Project Labor Agreement, Specification Section 00 08 06, for the Transbay Transit Center Program, also available on the TJPA's website: <http://transbaycenter.org/tjpa/doing-business-with-the-tjpa/project-labor-agreement>. Trade Subcontractor shall abide by the terms of and participate in the Project Labor Agreement. Trade Subcontractor must return an executed copy of the letter of assent (Specification Section 00 08 06/APB) when returning this executed subcontract to Webcor/Obayashi Joint Venture.

52. Apprenticeship Program

- a) Compliance with the California Apprenticeship Training Program (Specification Section 00 07 00, Article 11.03) and the Federal Davis Bacon Act (Specification Section 00 08 13/APA) is required. Trade Subcontractor shall reference the Apprenticeship Program provided in Exhibit Q and the Contract Documents.
- b) Trade Subcontractor shall propose by the Apprenticeship Program set forth in the Prime Contract and Specifications. Trade Subcontractor will submit all required forms including submission with its Proposal a Certificate of Bidder Regarding Apprenticeship Training Program form (Specification Section 00 04 65).
- c) Upon award the Trade Subcontractor shall complete and submit a Certificate of Subcontractor Regarding Apprenticeship Training Program form (Specification Section 00 04 66). The following items pertaining to tracking Trade Subcontractor's participation in the Apprenticeship Training Program shall be submitted to Webcor/Obayashi Joint Venture on a monthly basis —prior to processing and approval of the next month's progress billing.
 - (1) Verification that minimum and maximum apprenticeship ratios were followed.

- (a) If Trade Subcontractor or its subcontractors are not meeting the minimum requirements the subcontractor must provide a plan to satisfy this requirement by the end of the project without exceeding the maximum number of apprentices on a daily basis.
 - (b) If Trade Subcontractor or its subcontractors have exceeded the maximum number of apprentices the subcontractor must provide a written explanation for each day of violation
- (2) Submitted and Completed Exhibit Q - Monthly Trade Subcontractor Affidavit
- (3) Proof of Training Fund Contributions:
 - (i) Subcontractors that have signed an apprenticeship agreement may provide proof of payment by submitting a copy of the trust fund remittance report and a copy of the cancelled check.
 - (ii) Subcontractors not affiliated with an apprenticeship program must provide a copy of DAS Form CAC 2, "Training Fund Contributions" and a copy of the cancelled check.
- (4) Any submitted and completed DAS 142 Forms "Request For Dispatch Of An Apprentice".
- (5) Provide documentation that the apprentices employed on the project are current and properly registered for the craft in which they have performed as required in Specification Section 00 08 13/APA, Paragraph 23 (d) (1).
- d) Upon award the Trade Subcontractor shall provide a copy of the completed and submitted DAS 140 Form "Public Works Contract Award information".
- e) Upon award the Trade Subcontractor shall provide documentation of minimum and maximum apprenticeship ratios for each craft expected to be employed by the Trade Subcontractor and its subcontractors. Trade Subcontractor is to provide a copy of the registered apprenticeship program documentation and submit a completed Webcor/Obayashi Joint Venture Exhibit Q, "Trade Subcontractor's Apprenticeship Requirements".
- f) At the end of the job all trade subcontractors and lower tier subcontractors shall submit Exhibit Q, "Trade Subcontractor Affidavit" signed under penalty of perjury that the required number of apprentices were employed and/or records showing that the apprenticeship committee(s) either denied or failed to respond to a request for the dispatch of apprentices in accordance with Labor Code Section 1777.5.
- g) Successful Proposer and/or its lower tier Subcontractor(s) or supplier(s) must provide monthly Proof of Training Fund Contribution along with their monthly progress billing in order for the progress billing to be processed. Proof of Training can be submitted as follows:
 - (1) Trade Subcontractors that have signed an apprenticeship agreement may provide proof of payment by submitting a copy of the trust fund remittance report and a copy of the cancelled check.

- (2) Trade Subcontractors not affiliated with an apprenticeship program must provide a copy of DAS Form CAC 2, "Training Fund Contributions" and a copy of the cancelled check.
- (3) DAS Forms are available at the State of California Department of Industrial Relations Division of Apprenticeship Standards on public works projects website.
- (4) Failure to deliver to Webcor/Obayashi Joint Venture one or more of the documents listed shall constitute a refusal to enter into the Contract.

53. Noise Mitigation

- a) Due to the project's location and proximity of adjacent buildings, both commercial and residential, Trade Subcontractor shall take any and all measures to comply with noise restrictions and requirements as specified in Exhibit N "Noise and Vibration Mitigation Policy" of the Contract Documents.

54. Air Quality

- a) Trade Subcontractor shall to comply with noise restrictions and requirements as specified in Exhibit O "Air Quality Plan" of the Contract Documents.

55. Construction Waste Management Plan

- a) Trade Subcontractor shall take all measures to comply with the requirements as specified in Exhibit P "Construction Waste Management Plan" of the Contract Documents.
- b) Trade Subcontractor shall to separate food waste from Construction & Debris (C&D) waste. Trade Subcontractor shall provide separate bins at all break areas for food waste. The food waste bins shall not be dumped into C&D debris bins and must be removed separately from the site. Trade Subcontractor shall remove food waste on a daily basis to prevent contamination, rodents, and pests.

56. Traffic Control Plan

- a) Trade Subcontractor shall take all measures to comply with the requirements as specified in Exhibit S "Traffic Control Plan" of the Contract Documents.

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 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.

1. Required Documents

- a) Trade Subcontractor shall submit its Health and Safety Plan a minimum of twenty (20) calendar days prior to start of work and as per the Request for Proposals Checklist

(PC 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 (JHA), meetings, fines, etc. Being current with the submission of the meeting minutes and JHA reports is a requirement for Progress Payments.

C. Scheduling and Phasing

Trade Subcontractor must pay particular attention to all other subcontractors whose work interfaces with the work of Trade Subcontractor. Trade Subcontractor will be responsible for any delay or production related impacts that result from the late completion of Trade Subcontractor's work tasks or that result from impacts to other subcontractors whose work Trade Subcontractor interfaces with during the performance of its subcontract.

Within fifteen (15) calendar days following the Trade Subcontractor's receipt of the Notice to Proceed, Trade Subcontractor shall:

1. Meet with Webcor/Obayashi Joint Venture's scheduler to review the detailed Trade Package Progress Critical Path Method (CPM) Schedule, Schedule I and demonstrate Trade Subcontractor's compliance with all lead times and tasks beginning from the date of Notice To Proceed (NTP), (award of contract), to the projected completion. Compliance shall be demonstrated by Trade Subcontractor providing performance information. Performance information may include, but is not limited to, evidence of procurement agreements, adequate resources or any other means deemed necessary to establish a high-level of confidence by Webcor/Obayashi Joint Venture that Trade Subcontractor has satisfactorily planned to execute the Work of its contract in a timely and orderly manner.
2. In addition to the information specified under Specification Section 01 13 10, Article 1.4, B.1-9, on every schedule, baseline and update, this Trade Subcontractor shall provide information, by Activity ID, of the number of personnel--excluding office staff, non-working supervisors, safety, and quality personnel--required to perform each activity.
 - a) If the TJPA or Webcor/Obayashi Joint Venture requests a recovery schedule pursuant to Specification Section 00 07 00, Article 7.01, G, said schedule shall be person-loaded as described above.
 - b) In addition to the information required in the Trade Subcontractor's Daily Report, per Section "IV, Trade Subcontractor Requirements", A, 4, b.1-6 of the Project Bidding Manual, the Trade Subcontractor shall delineate its crew by the last submitted update schedule activity ID excluding office staff, non-working supervisors, safety, and quality personal. The Daily Report is to include a list of those schedule activities that are being worked on with remaining duration to complete activity. The Daily Report is also to include a list of those activities that are

scheduled to be worked on, that are not started or that are underway with an accompanying explanation as to why this work is not being completed.

3. Trade Subcontractor's Work shall be completed so that it shall not impact any succeeding activities, Milestones, and/or the critical path of the Project Schedule.
4. Trade Subcontractor shall coordinate with other trade subcontractors for detailed work schedules and all costs associated with the schedule coordination shall be included in the Contract Amount.
5. To assist the Trade Subcontractor in understanding its performance requirements, Webcor/Obayashi Joint Venture has included a CPM schedule in summary form (see Exhibit I).

The schedule is to clarify preceding and succeeding activities to this Trade Package work, as approved by TJPA. Assume that the schedule activities shown may change sequence and start plus or minus 90 calendar days from the date indicated on Exhibit I. Webcor/Obayashi Joint Venture has the right to re-sequence work activities to mitigate delays and warrants no specific performance sequence.

- a) As described at Item 1, above, Trade Subcontractor shall meet with Webcor/Obayashi Joint Venture to review the Trade Subcontractor's Schedule. If necessary, Trade Subcontractor shall provide revised performance information until acceptable to Webcor/Obayashi Joint Venture and the TJPA, which will be then be incorporated into the Project Schedule. No progress payments will be made to Trade Subcontractor until acceptance of Trade Subcontractor's performance information by both Webcor/Obayashi Joint Venture and the TJPA.

D. Small Business Enterprise (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.

Trade Subcontractor shall submit the Exhibit G "Progress Payment Report (With Additional SBE Columns)" in excel format to the Webcor/Obayashi Joint Venture SBE Manager on a monthly basis. Columns A through K should match what is being submitted in the current progress payment period and columns L through Q are required for SBE tracking, and must be submitted in order to complete the processing of the current monthly progress billing.

Trade Subcontractor shall also submit the "Subcontractor Payment Declaration" form (Specification Section 00 08 21/AT3-E), provided with the TJPA progress payment package for all of its subcontractors, within five (5) days of payment.

E. Coordination

1. Site

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

Trade Subcontractor shall coordinate its work, including temporary work, with all other trades as required 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

Trade Subcontractor shall schedule all required inspections through Webcor/Obayashi Joint Venture.

4. With Governing Agencies

Trade Subcontractor will perform all coordination with public agencies as indicated in the RFP 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 Subcontractor proceeding. The plan shall conform to Webcor/Obayashi Joint Venture's Site Logistics Plan included in Exhibit A and is a precedent to receiving payment. As the project site changes, Trade Subcontractor will provide periodic logistics plan updates. The staging areas can be changed at any time by Webcor/Obayashi Joint Venture or the TJPA.

G. Clean Up

1. Daily Subcontractor Clean Up

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, Trade Subcontractor will be charged a minimum 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, temporary structures, debris, and waste incident to its operations and clean all surfaces, fixtures, equipment, etc. relative to the performance of this Agreement.

H. Recurring Reporting Requirements

Trade Subcontractor shall submit required reporting and documentation in accordance with the frequency as specified in Exhibit G and the Contract Documents. In addition, 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 Joint Venture by the last weekday of each month.

I. Insurance Requirements

Refer to Section 16 of the Long Form Subcontract, the Prime Contract, and Exhibit A for specific 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 proposal documents, proposal cost data, schedules, subcontracts, job cost reports, and other data, including computations and projections, of Trade Subcontractor, lower-tier subcontractors and suppliers related to RFP, 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 its lower-tier subcontractors and suppliers over \$10,000.

K. As-Builts

- a) Trade Subcontractor shall maintain a set of up-to-date as-built drawings and specifications on site at all times. Proof of up-to-date as-builts will be a requirement for monthly invoice approval and progress payment.
- b) Trade Subcontractor shall provide one full size hard copy of up-to-date as-built drawings quarterly or as requested by the CM/GC.
- c) In addition to requirements outlined in the RFP Documents, electronic copies shall be provided by Trade Subcontractor in .pdf format, colored, with changes marked in red for review monthly.
- d) Each sheet of the As-Builts shall be separate electronic files, labeled by sheet name.
- 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 of accurate and complete As-Built drawings.
- f) Operation and Maintenance Manuals and complete As-Builts are due upon completion or payment will be withheld until received and approved.

End of Section IV – Trade Subcontractor Requirements

V. Webcor/Obayashi Joint Venture Request for Proposals Forms

A. Request for Proposals Checklist (RFPC) SEE EXHIBIT A

1. Trade Subcontractors shall use the following form in conjunction with specification section Product Options and Substitution (Specification Section 01 16 30) for questions. Such forms must be submitted **to Webcor/Obayashi Joint Venture within the time specified in Exhibit A:**

☐ Questions on Proposal Documents (QPD)

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

- ☐ Request for Proposals Checklist (RFPC)
- ☐ See Exhibit A Bonding requirements. If applicable, provide a notarized Proposal Bond Form (PB), including Proposal Bond equal to five percent (5%) of the Total Contract Value OR Certified Check OR Letter of Credit
- ☐ Subcontractor List (Project Request for Proposals Manual, SL)
- ☐ Proposers Information Request Form (Specification Section 00 08 21/AT3-B)
- ☐ Business Tax Registration Declaration (Specification Section 00 04 54)
- ☐ Current Business Tax Registration Certificate
- ☐ Certified, audited financial statement verifying Qualification information
- ☐ Acknowledgment of Receipt of Addenda (Project Request for Proposals Manual, ARA)
- ☐ Signed Original Acknowledgement of Receipt and Review - Project Request For Proposals Manual (ARR)
- ☐ Highest Prevailing Wage Rate Certification (Specification Section 00 04 60)
- ☐ Certificate of Proposers Regarding Apprenticeship Training Program (Specification Section 00 04 65)
- ☐ Noncollusion Affidavit (Specification Section 00 04 80)
- ☐ Fly America Certification (00 08 13/APA)
- ☐ Buy America Certification (00 08 13/APA)
- ☐ New Restrictions on Lobbying Certification (Specification Section 00 08 13/APA)
- ☐ Résumés of the Trade Subcontractor's proposed project team
- ☐ Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Specification Section 00 08 13/APA)
- ☐ SBE Participation Good Faith Efforts Form (Specification Section 00 08 21/AT3-C)
- ☐ CityBuild/First Source Referral Program Certification (Specification Section 00 04 57)

3. **Envelopes containing Proposals shall be sealed, addressed to Jeff Heath 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 Trade Subcontractor.**

Webcor/Obayashi Joint Venture

Attn: Jeff Heath

175 Beale Street

San Francisco, CA 94105

4. **Within ten (10) business days after the Notice of Intent to Award, Successful Trade Subcontractor shall submit to Webcor/Obayashi Joint Venture, the following:**

- ☐ Trade Subcontractor Daily Report Form for Review and Approval
- ☐ Subcontracting Request form (Project Request for Proposals Manual, SR)
- ☐ W-9 Form
- ☐ Description of Proposal Items and Schedule of Values (Specification Section 01 10 26)
- ☐ Quality Control (QA/QC) Program (Specification Section 01 14 00 and Exhibit J)
- ☐ Health and Safety Plan (Specification Section 01 15 45 and Exhibit H)
- ☐ Injury Illness Prevention Plan (IIPP)
- ☐ Logistics Plan
- ☐ Trade Subcontractor's Project Organizational Chart
- ☐ Traffic Control Plans (Specification Section 01 15 70)
- ☐ Parking and Storage Plans (Specification Section 01 15 70)

- ☐ Certification of four or more flag persons, as necessary (Specification Section 01 15 70)
 - ☐ Material Specifications (Specification Section 01 15 70)
 - ☐ Sign Inventory form (Specification Section 01 15 70/AT3)
 - ☐ Document Distribution Matrix
 - ☐ Public Works Contract Award Information DAS 140 Form
5. **Within five (5) business days after the Award/Subcontract**, 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
 - ☐ Certificate of Subcontractor Regarding Apprenticeship Training Program (Specification 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
 - ☐ BIM Breakdown Sheet (Exhibit F)
 - ☐ CityBuild Workforce Projection Form (Specification Section 00 08 20/AT1)
 - ☐ Noise Mitigation Plan (Specification Section 00 08 13), Exhibit N
 - ☐ Air Quality Plan (Specification Section 00 08 13), Exhibit O
 - ☐ Executed Long Form Subcontract, two (2) original signed copies
 - ☐ Copy of the “dba” certificate filed and certified by the County Clerk, if applicable
 - ☐ Insurance Certificates and Endorsements, two (2) original signed copies
 - ☐ Construction and Demolition Debris Management Plan/Solid Waste Management Plan
 - ☐ Storm Water Pollution Prevention Plan(SWPPP), if applicable
 - ☐ Labor and Equipment Hourly Rate Sheet for the Trade Subcontractor
 - ☐ Labor Rate Breakdown (in compliance with Specification Section 00 07 00 Article 6.06)
 - ☐ Executed copy of the Project Labor Agreement Letter of Assent (Specification Section 00 08 06/APB)
 - ☐ Trade Subcontractor’s Apprenticeship Requirements (Exhibit Q)
6. **Within ten (10) business days after the Award/Subcontract**, Successful Trade Subcontractor shall submit **to Webcor/Obayashi Joint Venture**, the following:
- ☐ Requests for Substitution —for “or equal” product (Specification Section 00 04 40)
7. **Within fifteen (15) business days after the NTP**, Successful Trade Subcontractor shall submit **to Webcor/Obayashi Joint Venture**, the following:
- ☐ CPM Trade Package Progress Schedule
 - ☐ Submittal Schedule
8. Webcor/Obayashi Joint Venture reserves the right after opening Proposals to reject any or all Proposals, and to waive any minor irregularity in a Proposal.

END OF RFPC

B. Questions On Request for Proposals Documents (QPD)

Project: Transbay Transit Center

Contract

No.: _____

To: Webcor/Obayashi Joint Venture

(See Exhibit A For Contact Information)

(WEBCOR/OBAYASHI JOINT VENTURE USE)

QPD No.: _____

Received: _____

TJPA to: _____ Date: _____

Consultant to TJPA: _____

Addendum Required? Yes: _____ No: _____

To Subcontractors Yes: _____ No: _____

From: _____ Date: _____

Firm: _____ Telephone: _____

Fax: _____

Specification Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Question: _____

☐ Mark this circle if the QPD can be answered by Proposer'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 Proposer's question. The reply does not change the RFP 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, if applicable, for informational purposes.

END OF QPD

C. Proposal Bond Form (PB)

Proposer shall have this Proposal Bond form executed as indicated below unless Proposal 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 Proposal 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 Proposal 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 RFP 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 PROPOSAL MAY BE RENDERED NONRESPONSIVE IF THE TRADE SUBCONTRACTOR DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

Trade Subcontractor's Name

Name and Title of Signer

Trade Subcontractor's Street Address

Trade Subcontractor's City, State, ZIP

Trade Subcontractor's Telephone No.

Signature of Trade Subcontractor or
Authorized Representative

Date

END OF ARA

E. Subcontractor List (SL)

Proposer shall provide the requested information for each subcontractor who shall perform work in excess of 1/2 of 1% of the Grand Total Proposal Price. If this project involves the construction of streets, highways, or bridges, Proposer shall provide the information for each subcontractor who shall perform in excess of 1/2 of 1% of the Grand Total Proposal 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 proposal nonresponsive or the Proposer unqualified to perform the work under this Contract. Proposers may provide license numbers or additional identifying information within 24 hours of the time proposals are received. Where Webcor/Obayashi Joint Venture cannot identify a subcontractor with the information provided by a Proposer or where conflicting information is provided, Webcor/Obayashi Joint Venture may consider the subcontractor unlisted for purposes of California Public Contract Code Section 4106.

Proposer shall also list all SBE subcontractors and suppliers, including the respective subcontract dollar amounts for each, on the Proposers Information Form in order to receive participation credit toward the SBE participation goal. Failure to include this information with the Proposal may result in a determination that the Proposer has not met the SBE participation goal and its proposal 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.:

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.:

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.: _____

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.: _____

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)

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 Proposal Item,
if applicable:

Percent of Portion or Proposal Item Subcontracted:	%	Amount of Subcontract:	\$
--	---	---------------------------	----

Percent of Portion or Proposal Item performed by SBE joint venture partner, if applicable:	%
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Describe Work if less than 100% of Portion or
Proposal Item is Subcontracted: _____

Subcontracting Type (check applicable boxes):

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

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

END OF SR

G. Acknowledgment of Receipt and Review - Project Request for Proposals Manual (ARR)

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

Project Request for Proposals
Manual Date _____

Date Received & Reviewed _____

A PROPOSAL MAY BE RENDERED NONRESPONSIVE IF THE TRADE SUBCONTRACTOR DOES NOT ACKNOWLEDGE THE RECEIPT AND REVIEW OF THE PROJECT REQUEST FOR PROPOSALS MANUAL ISSUED FOR THIS CONTRACT.

Trade Subcontractor's Name (Sign)

Name and Title of Signer (Print)

Trade Subcontractor'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	Not Issued For "CURRENT"	2011-02-11
11	Issued For "CURRENT"	2012-08-09
12	Revised & Reissued for TG05.3 RFP Addendum #1	2012-09-07
13	Issued For TG05.8 & TG05.10 RFP	2014-01-07
14	Issued for TG05.8 Addendum #4	2014-02-28
15	Issued for TG05.8 Addendum #6	2014-03-28
16	Issued for TG08.2R	2014-07-30
17	Revised & Reissued for TG08.2R Addendum #1	2014-08-12
18	Issued for TG08.6R	2014-12-16

END OF PROJECT REQUEST FOR PROPOSALS MANUAL