



Question Number	Question Submission Date	Question	Response
11	2/5/2010	Is it the intent of the contract to require Waiver of Subrogation on the Professional Liability Insurance? If so, this requirement will limit the commercial availability of the coverage and impact cost.	Trade Subcontractors performing design-build services (including all sub tiers) will be required to provide a Waiver of Subrogation in favor of Webcor/Obayashi Joint Venture; the TJPA; the TJPA Board Members; Agency Members of the TJPA; the Federal Transit Administration; CalTrans; the City and County of San Francisco; and all of their officers, directors, employees, and authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them. A Waiver will not be required on a blanket basis and will not be required for the design professionals, as their design is outside of the expected scope of work of the TG03 RFQ.
12	2/5/2010	Section 1 (Essential Requirements for Qualification), Part A, Question A-3: \$100M excess liability insurance is available with markets meeting the licensing/rating requirements. However, there is an important qualifier for that: a. If Webcor/Obayashi Joint Venture has purchased project-specific liability coverage for the TTC project, the commercial availability of limits for this contract could be negatively impacted. The insurance market for a project this size/scope is limited and capacity to provide high XS limits could already be reduced. b. Pricing for \$100M Liability Limits would be in the range of \$5.5M to \$6M	Limits purchased by Webcor/Obayashi Joint Venture on this project do not have an impact on the commercial availability of limits and overall market capacity has not been reduced.
13	2/5/2010	If the proposed Trade Subcontractor is a Joint Venture, is the joint venture required to obtain a CA contractor's license prior to bidding? If bidding as a Joint Venture, how should the qualification documents be prepared? Should each partner submit their own Qualification Statement?	For licensing, please refer to the response to previously issued questions 1 and 2. Joint Venture partners shall provide a copy of the joint venture agreement. The agreement shall include information that identifies the responsibilities for each entity for the scope of work defined by the RFQ, demonstrates the relationship between firms, and identifies contractual relationships and authorities to bind each entity to the joint venture. If the entity submitting the qualifications is a joint venture, information should be submitted for the joint venture. If there is no information for the joint venture, information should be submitted for each joint venture partner. Attachments 3 and 4 should be submitted for the projects completed by the Joint Venture entity. If the Joint Venture does not have shared experience, projects should be submitted for each Joint Venture partner. Qualifications that demonstrate experience as a Joint Venture may be rated higher. Qualifications that fail to include qualifying projects for each partner may be rated lower. Lack of applicable experience of the managing Joint Venture partner may be considered a deficiency. Submissions of relevant projects for subsidiary, sister, parent, or predecessor company, or branch office of the company must fully explain how that office or company would participate in the scope of work defined by the RFQ. If it is not clear how that office or company will participate in this contract, the project may be removed and not considered.
14	2/5/2010	Section 1 (Essential Requirements for Qualification), Part A, Question A-3: Contractors cannot purchase the Professional Liability (Errors and Omissions) Insurance as requested. Coverage must be purchased with the design professional as the Named Insured. The commercial insurance marketplace may not offer \$25M policy limits with a \$250,000 deductible at a commercially reasonable rate. A reasonable and commercially available alternative would be a \$10M policy with deductible not to exceed \$500,000 and the design professional as the Named Insured. Please modify the requirement accordingly.	The Professional Liability insurance requirement is \$25M. The deductible limit is revised to \$500,000.
15	2/5/2010	Section 1 (Essential Requirements for Qualification), Part A, Question A-3: This question implies that the Trade Subcontractor only needs to have the ability to obtain the specified insurance policy at time of prequalification submission. Please define what is considered acceptable evidence of the ability to obtain the policy at a later date.	A commitment to obtain the coverage on public projects is standard without some form of evidence. If the awarded Trade Subcontractor fails to obtain the required coverage after award and within the time frame required by the contract they presumably would be disqualified or put into default.
16	2/11/2010	Page 12 of the RFQ (VI. Other Requirements) states that trade subcontractors need to provide their strategy, plan, and approach to fulfill SBE & DBE requirements as well as our approach to Outreach to these firms; However, on page 15 (VII. Submittal Checklist) there is no mention of these for submittal. Do the page 12 requirements only pertain to post-award submittals?	Page 12 requirements apply to the qualification submittal. Trade Subcontractors shall provide their strategy, plan, and approach to fulfill SBE/DBE requirements. Specifically include a) Past experience; and b) "Outreach" to the Small Business Community.
17	2/11/2010	Attachment 4 requests a listing of all CCSF projects completed in the last 5 years. Does the term "CCSF" mean all projects where the project Owner was a department or bureau of CCSF, or does it refer to the geographical boundary defined by the City and County of San Francisco property limits?	The term "CCSF projects" shall refer to projects performed for the City and County of San Francisco, irrespective of geographical location.
18	2/11/2010	Depending on interpretation, Attachment 4 could include Hetch Hetchy water projects owned by CCSF, but located in other counties, or privately owned projects located within CCSF limits.	Please refer to the response to question 17 above.
19	2/11/2010	Section VIII, Submittal Check List references • Three (3) representative projects using Attachment #3 • Three (3) largest projects information using Attachment #4 • All CCSF projects from last 5 years using Attachment #5. However, Attachment 3 (as provided in RFQ) directs the applicant to use the form for 3 representative projects and also the 3 largest projects. Attachment #4 (as provided in RFQ) deals with all CCSF projects in last 5 years. Attachment #5 (as provided in RFQ) is an Appeals document. Please clarify.	As described on the Attachments: Attachment #3 is for three (3) representative projects and three (3) largest projects. Attachment #4 is for the listing of all City and County of San Francisco projects the Trade Subcontractor's firm has been involved in within the last five years.

20	2/11/2010	Section 2.11, item 7 (towards bottom of page 25) requests "Using Attachment 4, provide a list of all City and County of San Francisco projects that your firm has been involved in within the last five years. However, the top of Attachment 4 directs "Copy and attach this form as required for all CCSF projects completed in the last five years." Please clarify if the requirement is "involved" or "completed". We are involved with several uncompleted CCSF projects, so the two lists would not be the same.	Requirement is for "involved".
21	2/11/2010	The Advertisement is a "NOTICE TO SUBCONTRACTORS REQUEST FOR QUALIFICATIONS". The terms "Subcontractor and Trade Subcontractor", are used interchangeably throughout the introductory text; the RFQ has no definition section that defines these entities; are these entities different or are they same? If different, are both the "Subcontractor and Trade Subcontractor" required to qualify?	The terms "Trade Subcontractor" and "Subcontractor" shall be considered the same entity.
22	2/11/2010	This section also refers to the "second-tier subcontractors" as Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE); "these second-tier subcontractors who will be involved with these requirements do not need to respond to this RFQ". Again having no definitions what constitutes a "second-tier subcontractor" and would it only be obligated to "qualify" if it is NOT an SBE or a DBE?	"Second-tier subcontractor" means a firm or individual contracting with the Trade Subcontractor, who in turn contracts with Webcor/Obayashi. Second-tier subcontractors do not need to respond to the RFQ, whether they are SBEs or non-SBEs.
23	2/11/2010	Section IV, QUALIFYING, BIDDING AND CONTRACTING: The second paragraph puts emphasis on the uniqueness and complexities of this project and the special alternate delivery method by which it will be procured, referred to as "Integrated Project Delivery". This section now refers to "contractor and subcontractor" having sustainable building experience to interface with the design team "to provide a better designed and constructed Project". Please clarify the interchangeable usage of "contractor", "subcontractor", with previously used "Trade Subcontractor" etc.	"Contractor" refers to Webcor/Obayashi, Joint Venture. "Trade Subcontractor" and "Subcontractor" refer to the entity who will perform the work defined in this RFQ.
24	2/11/2010	Third paragraph again refers to "Trade subcontractors" having to comply with Federal rules. Other parts of the Advertisement uses the terms "Contractors" and "Subcontractors". Please define and standardize terminology usage throughout the Advertisement document, since multiple document interpretations are possible from using different terminology in different clauses.	Please refer to questions 21 through 23 above.
25	2/11/2010	In the last paragraph the RFQ and its purpose are defined, this "RFQ is to identify Trade Subcontractors qualified to perform" the individual work scopes in the RFQ and indicates that "contracts" will be awarded by Webcor/Obayashi JV, accordingly. Why is the plural term "contracts" used? Is Webcor/Obayashi planning on subdividing TG03 scope into multiple "contracts" with multiple Subcontractors for TG03?	Please refer to the response to previously issued question 7. Only one contract will be awarded for the scope of work defined by this RFQ.
26	2/11/2010	Page 2, paragraph 3 states that Subcontractors will be required to have second-tier subcontractors in order to meet TJPB SBE and DBE participation goals. Presumably this means that this type of second-tier subcontractors do not need to prequalify. Does this mean that non-SBE or non-DBE second-tier subcontractors must prequalify? This clause, when literally interpreted, precludes SBE/DBE participation at the Subcontractor level. Is that the intent? The clause uses the term "Subcontractors" in the sentence. How is this different from "Trade Subcontractor" used in many other sentences?	Please refer to question 22 above. Per the fourth paragraph of page 2: "Second-tier subcontractors who will be involved with these [DBE/SBE] requirements do not need to respond to this RFQ." Additionally, all other (e.g., non-DBE/non-SBE) second-tier subcontractors do not need to respond to this RFQ. SBE/DBE participation is not precluded and will be required for this project at a level to be determined and announced with the release of the bid documents. Please refer to questions 21 through 23 above for term definitions.