

TG03 - Buttress, Shoring, Excavation - Issued for Bid

Questions are numbered in the order received. Question numbers missing in the sequence either have been answered or are still under review and will be published in future responses.

Question No.	Submission Date	Question	Response
TG0300-0138	8.31.2010	Reference Exhibit A (NTPs). There are no set dates for NTP's 6-10 and they are contingent on follow on Trade Subcontractor schedules. All of the excavation is required to be completed in 2014. Are NTP's 6-10 going to be issued in a timely manner to ensure the subcontractor is not waiting idle?	The concept schedule includes the construction plan per the most current construction documents. The concept schedule indicates an approximate start and duration for bracing removal. Refer to response TG0300-0150.
TG0300-0140	9.1.2010	Reference is made to Part III. Instruction to Bidders, Subparagraph D., Bidding Process and Procedures, Item 6. Statutory Bidding Requirements, Subitem b) Tax Registration that was changed per Addendum No. 2 and states "Bidder shall list its current contractor license number on the Business Tax Registration Declaration (Section 00 04 54) its San Francisco business tax registration certificate number, as well as the current contractor license number and San Francisco business tax registration certificate number for each Subcontractor listed on the Subcontract list". This form was not changed per Addendum No. 2 and does not contain spaces for us to include this information. Is this form going to be revised or are we just to type this information anywhere on the form?	Current Contractor license and Business Tax Certificate is not required on the Business Tax Registration Declaration. This will be addressed in Addendum 3.
TG0300-0142	9.1.2010	Owner response to question TG0300-0080 is incomplete. The BSE concept schedule does not contain any information concerning the removal of the access trestle nor the temporary streets. Further, the concept schedule provided shows no work activities beyond the construction of the lower concourse walls. Please provide specific information regarding the expected dates for these NTP's so the bidders can estimate the total costs for performing this work.	Refer to response TG0300-0150.
TG0300-0143	9.1.2010	Reference Exhibit B "Long Form Subcontract". Some of the terms and conditions that were provided in the Long Form Subcontract to be utilized as the written agreement between Webcor/Obayashi and the low bid Subcontractor are overly burdensome, unacceptable and potentially not in conformance with statutes and regulations. Please confirm that mutually agreeable terms can be negotiated with Obayashi/Webcor prior to the bid date for the Project. If the terms and conditions for the Subcontract are not negotiable, then we regret to inform you that we will not be able to supply a bid for this Project.	Refer to response TG0300-0150.
TG0300-0144	9.2.2010	The CDSM wall requires no vertical interruptions in its drilling path, the utilities will have to wait until a portion of the CDSM wall is complete. Once a portion of CDSM wall is complete then relocation may happen and the utilities will have to be cored through the CDSM wall. Why is	Refer to the current utility drawings for sequence. Utility relocation is sequenced such that utility service will remain uninterrupted during shoring wall installation. Refer to Addendum 3 for these reference documents.

		the owner relocating the utilities prior; and just not wait until a portion of CDSM is in before locating?	
TG0300-0150	9.3.2010	<p>We have been actively engaged in preparing our bid for the upcoming Transbay Terminal Shoring/Bracing/Excavation Package since issuance of the bid documents. During preparation we have developed serious questions and concerns regarding the following elements of the IFB documents:</p> <p>Schedule: The integration of the SBE Package into the overall Transit Center Project schedule is very openended and confusing. Schedule information is located primarily in the following 3 areas of the IFB documents:</p> <p>1. Agreement between TJPA and Webcor/Obayashi (Specification Section 00 05 20)</p> <p>Article 4 of the Agreement states that the Work will be substantially complete within 1,825 calendar days of the date of the Notice to Proceed with Pre-Construction Services.</p> <p>The response to Question TG003-0043 informs us that the Notice to Proceed with Pre-Construction Services was issued on March 18, 2009, however, the response also states that that the contract time in Specification Section 00 05 20 is for completion of Phase I of the Project and not for completion of the SBE Trade Package. Article 1 of the Agreement describes Phase I as including the above-grade elements of the Transit Center Building, the ground slab and the foundation systems necessary to support the ground slab. Phase II is described as including the below-grade elements necessary for a complete Train Box.</p> <p>The SBE Trade Package scope of work appears to include elements of both Phase I and Phase II. We have not been given an actual completion date for the work in the SBE Trade Package, and the contract time stipulated in Section 00 05 20 (i.e., 1,825 days) does not include all of the scope of work of the SBE Trade Package. Therefore it is unclear to us by what date the work in the SBE Trade Package must be completed.</p> <p>2. Trade Subcontractor Bid Package Manual and Forms (Exhibit A) Section V</p> <p>The milestones listed in Exhibit A, Section V provide calendar day durations for completing the SBE work in each of the 4 work zones. No calendar date is given for the Zone 4 NTP. The Notices to Proceed for</p>	<p>Schedule: NTP 2/Zone 4 will be issued no later than 120 calendar days from the issuance of NTP 1. The balance of the entire project concept schedule will be provided in Addendum 3 for your use in determining the approximate timing and sequence for the removal of the bracing, trestle and traffic bridges. As stated in Exhibit A, the upper trestle will be removed by the Structural Steel Trade Subcontractor; the remaining bracing and trestle support cannot be removed prior to completion of the ground level eyebrow, deck and other concrete pours. Traffic bridges will be removed after the structural steel activities in the corresponding areas of First, Fremont and Beale streets. Exhibit A, Items 22 to 24, will be updated in Addendum 3 to state, "Assume schedule activities to occur plus or minus 90 calendar days from what is indicated in the Exhibit I BSE Concept Schedule."</p> <p>Other Issues: <u>Retention:</u> Refer to Section 4.1.1, which states in pertinent part that "Contractor may retain as part security for Subcontractor's fulfillment of this Contract, an amount retained by Owner with respect to Subcontractor's work . . ." In accordance with this contract language, Contractor intends to release retention at such time as Owner releases such retention under the Prime Contract.</p> <p><u>Consequential Damages:</u> Subcontractor is correct that Owner is limited in asserting claims for consequential damages in accordance with the mutual waiver of consequential damages under the Prime Contract. However, Contractor may incur consequential damages unrelated to the Owner for which Subcontractor may be responsible under the terms of the Subcontract Agreement.</p> <p><u>Compensation for Delay:</u> Refer to Section 5.2, which states in pertinent part, ". . . provided, however, that in the event Contractor obtains additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from the Owner as is equitable under all of the circumstances."</p>

Zones 1, 2, and 3 are each scheduled for a specific number of days after the NTP for Zone 4. The Notices to Proceed for removing bracing and shoring, removing the trestle and removing the traffic bridges are not scheduled for any specific date and no durations are given.

3. Proposed Long Form Subcontract (including Webcor/Obayashi's BSE Concept Schedule)

The Long Form Subcontract, Section 5 references the Contractor's Progress Schedule included as Exhibit I. The Subcontractor is directed to plan and sequence its work to conform to this progress schedule. The schedule presents NTP dates and durations for the BSE work in Zones 1 through 4 that generally correspond to the milestone information provided in Exhibit A for NTP #02 through NTP #05 (Work Zones 1 through 4). However, there are no activities in the progress schedule provided to us that account for (1) removal of the upper level re-bracing in each zone and (2) removal of the trestle and cross-street bridges in each zone. Therefore, as explained above, we do not know the required completion dates for the entire Project and we also do not know at what future time the removal of the upper level re-bracing, trestle and bridging need to occur.

Delay: The damages for delay in this trade subcontract are extraordinarily high. Information regarding delay damages is located primarily in the same 3 locations in the IFB documents referenced above.

In Article 4 – "Contract Time", of the Agreement between TJPA and W/O, a graduated schedule of liquidated damages for delaying project substantial completion is presented, This schedule starts at \$5,000/day and rises to \$50,000/day with a maximum cap of \$45M.

At the end of Exhibit A, Section V – "Construction Schedule and Milestones", there is a statement which says that the Trade Subcontractor shall have responsibilities for liquidated damages, as well as, W/O and other trade subcontractor delay costs if it does not meet the listed milestones or delays the project critical path.

In Section 7 – "Damages Caused by Delays", of the proposed Long Form Contract between W/O and the Trade Subcontractor, it is stated that if the Subcontractor causes delay to the Contractor's work, the Subcontractor shall be liable, not only for liquidated damages assessed against the Contractor by TJPA, but also for all other delay damages, including consequential damages sustained by the Contractor and other trade subcontractors.

Termination for Convenience:

Refer to Section 14.3.2, which states in pertinent part that "If the Prime Contract between Contractor and the Owner is terminated for convenience of the Owner, the termination settlement under this Subcontract shall be as provided in the Prime Contract."

Payment:

Refer to Section 4.1.2, which imposes reasonable time requirements on payment by stating in pertinent part that "Assuming Subcontractor has satisfied all conditions precedent to receiving payment, Subcontractor agrees that Contractor shall make progress payments and final payments otherwise to Subcontractor for Work undisputedly performed properly by the earlier of: (1) seven (7) days after Contractor being paid by the Owner for amounts payable to Subcontractor on account of work done by Subcontractor on the Project, and (2) the Contractor and Owner exhausting all processes prescribed in the Prime Contract for Contractor to seek and receive payments for Subcontractor's work.

Indemnity:

Refer to Section 15.1.1, which states in pertinent part that "Section 15 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the public policy of the State."

Change Orders:

The change order markup stipulated in the specifications will stand as defined.

Request for Meeting:

No meeting will be arranged.

Bid Day Extension:

No bid period extension will be considered at this time.

Other Issues: In addition to the items discussed above, there are other areas of the SBE Trade Package which greatly concern us. One area is that the proposed Long Form Contract between W/O and the SBE Trade Subcontractor appears to be more restrictive than the Agreement between TJPA and W/O. For example:

Retention – The TJPA Agreement allows payment of retention when the Trade Subcontractor’s work is completed. The Subcontract, however, allows payment of retention when the entire “Project” is completed.

Consequential Damages – There is a mutual waiver of consequential damages in the TJPA Agreement, however, the Subcontract allows W/O to assess consequential damages against the Trade Subcontractor.

Compensation for Delay – The TJPA Agreement allows for a compensable time extension for Owner-caused delay or delay from unforeseen conditions. The Subcontract does not allow claims for additional compensation due to delay; time extension is the sole remedy. This seems to contradict California Public Contract Code.

Termination for Convenience – The CM/GC can submit a claim for all costs if it is terminated for convenience by the Owner. However, there are much stricter provisions in the Subcontract if the Trade Subcontractor is terminated for convenience by the CM/GC.

Another area of concern is that the General Conditions and proposed Long Form Subcontract contains numerous unacceptably onerous provisions. For example:

Payment – The Subcontract payment section contains implications that Owner payment to W/O is a condition precedent to W/O payment to the Trade Subcontractor (i.e., “payif-paid”). At best, the proposed Subcontract puts the Trade Subcontractor at risk for Owner delay of payment. This appears to contradict California Public Contract Code.

Indemnity – The Trade Subcontractor is required to indemnify for active negligence of the Owner. This appears to be at odds with California law.

Change Orders – A maximum 15% markup on direct costs is mandated for extra work due to changes. This is intended to compensate the Trade Subcontractor for profit and overhead including field overhead. This proposed markup is insufficient.

Request for Meeting: There will obviously be a high level of

		<p>coordination required between the SBE Trade Subcontractor and the Concrete and Structural Steel Trade Subcontractors, particularly with respect to re-bracing and trestle removal. However, the precise form and sequence that this coordination will take, and exactly when and for how long it needs to occur, is ill-defined. This presents enormous challenges trying to prepare an accurate bid for this work given the difficulty of quantifying the coordination effort, assessing the level of schedule risk, and determining when retention withholdings will be released.</p> <p>The manner in which the SBE Trade Package has been delineated and presented has resulted in a level of uncertainty for this bidder that makes us question our further participation. We also feel there is significant potential for a very non-competitive bidding environment in which both excessively high bid prices seeking to hedge against perceived risk and insupportably low bid prices seeking to take advantage of perceived contracting opportunity will be received by the CM/GC. On the positive side, we continue to see value-engineering opportunities that could generate more certainty and control of project scope, means & methods, and schedule. This would certainly result in major cost savings for the Transbay Project.</p> <p>Therefore, we request a meeting with Webcor/Obayashi, as soon as possible, to further discuss our concerns, questions and ideas. Given the fact that the bidding period has already begun, we understand it may not be possible for W/O to meet only with us. In that case, we request that a meeting between W/O and all of the bidders be held, either jointly or individually. It is likely that other bidders have similar questions, concerns and idea.</p> <p>Finally, given the seriousness of these issues, and the necessity of resolving them prior to bidding the SBE Trade Package, we will not be able to finalize our bid by October 12, 2010. We request that an additional 6 weeks be added to the bidding period.</p>	
TG0300-0151	9.3.2010	<p>Drawings D-2210, D-2211, D-2212 and D-2213 are showing to remove existing pile caps and piles. But there are no details regarding which ones are timber and which ones are concrete. Please clarify.</p>	<p>For information on existing pile caps and piles, refer to Existing Terminal and Ramps original construction drawings: San Francisco-Oakland Bay Bridge Railway Facilities. State of California Department of Public Works, March 1937 and February 1939. See Section 00 03 31, paragraphs 1.2.D.1 and D.8.</p>
TG0300-0160	9.3.2010	<p>Response to TG0300-0080 indicates , "Refer to Exhibit I - BSE Concept Schedule" BSE Concept schedule zones conclude with "Verticl Walls (2nd Lift) to Ground Level" with it's successor being "(Finish) Below Grade Structure Zone 'X'"</p> <p>Is it the Concept for this activity to include the Top Deck of the Below</p>	<p>Refer to response TG0300-0150.</p>

		Grade Structure? Do the removal activities described in NTP #7-10 commence after completion of the Finish Below Grade Structure activities?	
TG0300-0163	9.3.2010	<p>Attachment 3, Access Trestle Criteria, of Exhibit A includes a section titled, Minimum Radius of Corner, which states, "Additional spaces at all inner corners of the Access Trestle shall be added for helping Truck/trailer/Crane turn." Temporary Bridges, 01 53 13 1.3 A. 5 establishes the gate requirements with, "Gates providing twenty-four feet (24') of clear unobstructed access shall be provided through all barrier systems at the center of the bridge."</p> <p>Please confirm the intent confirm to add additional space for turning radius to the trestle at the bridges intersections, when the access is restricted by the clear opening of the gates.</p>	<p>The Trade Subcontractor shall configure traffic paths around the gate area considering smooth turn configurations for truck/trailer/crane, including adding turning radius space. Unnecessary turning radius space for the configurations can be avoided.</p> <p>There is no conflict; 24-ft. (min.) of clear unobstructed access by operation of gates is required by specification.</p>
TG0300-0166	9.7.2010	Please provide the design Factor of Safety for skin friction values noted on sheet GT-1112 or provide a similar chart for east and west cases that show ALLOWABLE SKIN FRICTIONS for embedded columns or pin piles.	The skin friction values shown are those which are mobilized by an infinitely stiff pile after 1/2" vertical displacement. The designer of the internal bracing system shall determine the factor of safety appropriate to their design.
TG0300-0168	9.7.2010	<p>Specification section 02 41 19 1.4.E requires a submittal of existing timber pile documentation of existing timber piles by, "Survey indicating position and top elevation of existing timber piles and other materials to be demolished and removed."</p> <p>Could you clarify the intent and purpose of this requirement, and what "other materials" are?</p>	The position and top elevation of the existing timber piles are needed to assist in the monitoring of the ground movements during pile removal. This survey is required only for the piles specified to be removed on sheet GT-2202. The specification will be revised to clarify this in an addendum. The text "and other materials to be demolished and removed" will be deleted in an addendum.
TG0300-0169	9.7.2010	<p>Reference reference documents 80 Natoma St., Installed Piles.</p> <p>In the reference document, only a select number of piles show Pile Top and Pile Tip Elevations in Table 1 (these piles are highlighted in yellow on the drawing). For the piles where no information is given, please provide pile lengths, pile top elevations and pile tip elevations.</p>	Reference documents listed in Section 00 03 31 are provided as the basis for the conditions at the site to be encountered. With regard to the bidder's question to this specific reference (00 03 31, paragraph 1.2.A3, Table 1, prepared by T&R and pile layout/numbering sketch prepared by American Pile Driving), Table 1 lists known existing piles and where entries (e.g., date installed, pile length, approx. pile top and approx. pile tip) are absent, bidders may assume piles have not been driven. Where undocumented obstructions and/or interferences are found, see contract provisions for changed site conditions.
TG0300-0170	9.7.2010	Can tiebacks be used for temporary bracing at the transverse end walls (Lines 1 and 35)? If so, please indicate any requirements or limitations associated with their use.	Use of tiebacks in walls adjacent to grid line 1 and 35 is not acceptable due to the complexity of the site conditions, which include adjacent properties and an existing shoring wall, and the quality of the soils.
TG0300-0172	9.7.2010	Reference Exhibit A, Section V. In reference to the "concept schedule" (Exhibit I), it is stated that although the schedule activities should not be assumed to be a complete or binding work plan ". . . it is mandatory that each Completion Date be met so as not to impact follow-on Trade Subcontractors or the Critical Path of the Project." Are	Yes, the durations indicated in the milestones for NTP 2-5 are mandatory.

		the Excavation Finish Dates for each of the Zones the "mandatory" Completion Dates referred to above?	
TG0300-0174	9.7.2010	Will it be permissible to shed bracing loads from the transverse end walls (near Lines 1 and 35) into the longitudinal CDSM walls (Lines A and J)? If this is acceptable, please indicate if there are any limitations or restrictions on the design assumptions regarding the amount of load that can be shed over a given length of wall.	Diagonal bracing at the corners of the excavation is acceptable. See Note 11 on GT-1111.
TG0300-0177	9.7.2010	Reference drawing sheet GT-2101. Regarding previous question TG0300-0084, part 1 which was unanswered: At what stage of excavation in Zone 1 will wall X1-1 be removed?	It is anticipated that the shoring line adjustment will occur prior to the start of installation.
TG0300-0182	9.8.2010	Demolition Drawing D-2213 is showing ro (to) remove (E) Fremont Street temporary shoring wall and note 9 on the same drawing says that As - Built information for type and location of temporary shoring wall will be available on or about the first quarter of 2011. Please provide some information (Sheet piles? Dimensions?) regarding this temporary shoring wall for bidding purpose.	For bidding purposes, bidder may assume the temporary Fremont St. shoring wall is a conventional interlocking sheet pile shoring system. Bidder may assume a wall length of 195 feet, a retaining height of 20 feet, and an embedment depth of 50 feet for a total driven sheet length of 70 feet.
TG0300-0183	9.8.2010	Please provide the "Geotechnical Recommendation Report" referenced in paragraph 6.1.2.2--Subsurface Conditions of the Final Geo-technical Data Report.	The sentence is a typo. There is no report titled "Geotechnical Recommendation Report." The Final Geotechnical Data Report includes a description of stratigraphy and information on the characterization of the major soil strata.
TG0300-0185	9.9.2010	1. As per the Site Mitigation plan by Treadwell & Rollo, the extent of hazardous of material information is available for the proposed project location except in the CDSM wall segment X1-1 & R2-1 areas. Please provide the related hazardous material information for the above mentioned areas.	At the time the Site Mitigation Plan was drafted there was uncertainty concerning the perimeter of the shoring wall, so a conservative boundary was used which did not cross south of Natoma St. Information on the soil contamination in the area of wall segment X1-1 and R2-1 can be found in the following reference documents: <ol style="list-style-type: none"> 1. Soil Investigations of 546 Howard and 75 Natoma, ERM West, January 2009 2. Site Investigation Report, San Francisco-Oakland Bay Bridge West Approach Project Including Transbay Terminal Loop. California: Professional Service Industries, Inc., 1999. (see pg. 43) See Section 00 03 35 for references to these documents.
TG0300-0186	9.9.2010	The traffic lane requirements as per the specification 01 15 70 says that contractor needs to maintain 3 lanes of 11' at all the times on the First Street from Mission to Folsom and also at the intersection of Fremont and Natoma. With the above restrictions, safe operations for CDSM walls by using	Base your bid on maintaining the requirement of 3 lanes of 11 feet each, per the specification.

		big equipment may not be obtained. Is it allowable for contractor to perform the work with half the street closed?	
TG0300-0187	9.9.2010	Position of CDSM walls with reference to sidewalks is not clear on the provided GT drawings. Please provide the distances between sidewalks and CDSM walls to see the possibility of maintaining traffic lanes as specified in specifications 01 15 70.	The GT drawings provide the survey control points to locate the shoring wall. The existing condition Site Survey drawings that show existing streets and sidewalks are included in the Bid documents.
TG0300-0188	9.9.2010	In specification section 00 08 21 – 1.3.D it states that DBE's currently certified by CUCP, CCSF HRC, & OSOD may participate in the TJPA's SBE Program. Specification section 00 08 21/AT1 states that DBE's currently certified in only CUCP may participate in the TJPA's DBE Availability Advisory Percentage. Please clarify which certification agencies will qualify the DBEs & SBEs for the TJPA SBE Program. Also will LBEs certified by CCSF(.) HRC qualify as SBEs under the SBE Program?	As stated in 00 08 21, 1.3.D, DBEs currently certified in the CUCP, as well as SBEs certified by the City and County of San Francisco Human Rights Commission (HRC), and the California Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) may participate in the TJPA's SBE Program. HRC issues LBE certifications. OSDS issues SBE and DVBE certifications. These count toward participation in the TJPA's SBE Program. 00 08 21 also states that the Contractor is responsible for reviewing the policies outlined in the TJPA's SBE Program. The TJPA SBE Program is available on the TJPA website: http://www.transbaycenter.org > TJPA > Doing Business with the TJPA > Small Business Enterprise (SBE) Program. Only DBEs (certified in the CUCP) may participate in the TJPA's DBE Program.
TG0300-0189	9.9.2010	May the Transbay Transit Center Program Relocation of Utilities Project drawings be included in this bid package as reference drawings?	Refer to response TG0300-0144.
TG0300-0190	9.9.2010	Drwaing (Drawing) GT-1110 contains 4 charts describing heave. What are these charts for? Do these charts detail the max heave we should expect? Was heave included in the owners design?	These diagrams indicate the predicted heave at the bottom of the excavation due to the unloading of the soil caused by the excavation. It is the responsibility of the Contractor to evaluate the loads, including imposed displacements, on the internal bracing system as part of their design of the internal bracing system.
TG0300-0191	9.9.2010	Reference specification 31 56 13. Can the Trade Subcontractor rely on the CDSM wall being impervious? If the CDSM wall leaks will it be the basis for a change order?	The Contractor is responsible for installing a wall which satisfies the requirements in the contract documents. The Contractor is responsible for repairing leaks. The work to repair the leak will not be reimbursed as a change order.
TG0300-0192	9.9.2010	Reference drawing sheet GT-5202. This plan calls out "(4) 4 in. diameter PVC or steel pipe sleeves...tied to the reinforcement steel cage" We assume that these are the access tubes for the required Cross Hole Sonic Logging Test. Usual access tube size is only 2 inches in diameter. Please confirm that you specifically require 4 in. or that regular 2 inches in diameter access tubes (PVC or steel) can be used instead.	The four 4-inch-diameter pipes shown on the plans are required. Regarding Question B, #7 circular hoops at 6" o.c. with couplers or welded splices are acceptable in lieu of spiral reinforcement.

		Question B: Can reinforcement spiral be replaced by regular ring hoops?	
TG0300-0193	9.13.2010	<p>Reference Project Bidding Manual, page 34 paragraph 6.</p> <p>The Project Bidding Manual states: "Trade Subcontractor shall include in the Bid two man-hours of cleanup for every forty man-hours of work. This Labor, provided by Trade Subcontractor, will be used as part of a Composite Project efforts to maintain a clean work area. The actual clean-up hours used versus the number of hours owed (tracked through certified payroll) will be reconciled. Contractor has option to deduct this from Trade Subcontractor's scope of Work incrementally or in its entirety and execute the Composite Project clean-up."</p> <p>Is this necessary for the entire TG03 package or just the portion that we are coordinating trestle removal? And/or re-shoring?</p>	This requirement applies to the entire scope of work.
TG0300-0194	9.13.2010	<p>Reference drawing sheet SL-003</p> <p>Please confirm PG&E will provide the transformers for the skids as shown on the Site Logistics Temporary Power Plan SL-003.</p>	Confirmed.
TG0300-0195	9.13.2010	<p>Exhibit A.V Construction Schedule and Milestones:</p> <p>1) NTP #03, #04, and #05 are indicated to be issued , "no later than" 175, 235, and 265 calander days (respectively) for each of Zones 1,2, and 3. What is the "no earlier than" dates for these milestones? Theoretically TJPA could issue NTP #03-#05 immediately after NTP#02 which would stack the work. Request earliest start date to realistically plan our work.</p> <p>2) What are the durations of Milestones NTP#06 through #7?</p> <p>3) How are Milestones NTP #06 through #10 tied to the critical path?</p>	<p>1) There are no early start dates for NTP #03, #04, #05.</p> <p>2) Refer to response TG0300-0150.</p> <p>3) Refer to response TG0300-0150.</p>
TG0300-0196	9.13.2010	<p>The Scope of Work for the Removal and Disposal of Access Trestle as described in Exhibit A IV.C.22 indicates, "The Structural Steel Trade Subcontractor shall remove/dispose the Access Trestle above the Lower Concourse slab,..."</p> <p>Please confirm that the Access Trestle remains the property of the BSE Trade Subcontractor, and will be disposed at a location (within the Bay Area) of their choice.</p>	The Structural Steel Trade Subcontractor shall remove and dispose of the Access Trestle above the Lower Concourse slab.
TG0300-0197	9.13.2010	The Final Geotechnical Data Report prepared by Arup North America Ltd. Article 6.1.2.2 indicates,"A more detailed description of stratigraphy and information on the characterization of the majormajor soil strata are presented in the Geotechnical Recommendations report."	Refer to response TG0300-0183.

		Is this report available? If so, how may we access this?	
TG0300-0198	9.13.2010	<p>Reference Exhibit A drawings SL-001 & SL-002.</p> <p>Dwg. SL-001 shows the area bounded by First, Fremont, Minna and Mission Sts. as an "Emergency Gathering Point". Dwg. SL-002 shows outbound trucks exiting this area. The "Staging Parcels" sketch in Section 01 14 19 does not show this area. Is this area available for staging/laydown use by the SBE Subcontractor? If so, are there any restrictions on its use?</p>	Refer to response TG0300-0162, posted 9/10/10.
TG0300-0199	9.13.2010	<p>Reference Answers to Pre-Bid Meeting Questions.</p> <p>The answer to Question 13 says that retention is withheld for the duration of each subcontractor's scope of work rather than the entire project. Most of the SBE Subcontractor's scope of work will be complete with the placing of the rat slabs. However, the contract will continue until the SBE Subcontractor's responsibility for shoring/bracing removal and trestle/bridge removal is complete. The schedule for this work is contingent on other Trade Subcontractors and the completion date for the entire scope of the SBE Trade Subcontract Package is unknown. Will Webcor/Obayashi release retention attributable to all work completed up until the placing of the rat slabs when the placing of the rat slabs is complete?</p>	Retention to the CM/GC shall be reduced as described in 00 70 00.9.04. Section 00 05 20.5.04D states "the CM/GC must proportionately reduce retainage for its Trade Subcontractors." The amount of retention released upon placement of the rat slab will be based on the amount to the Trade Contractor's contract billed at that time.
TG0300-0200	9.13.2010	<p>Reference Exhibit A, Section IV.B.A.18, "Temporary Lighting".</p> <p>Is the SBE Trade Subcontractor responsible for maintaining temporary lighting until the rat slabs are placed or until the end of the SBE Trade Subcontract?</p>	The BSE Trade Subcontractor's responsibility for maintaining temporary lighting will end at the acceptance of the rat slab.
TG0300-0201	9.13.2010	Reference is made to Part V, Webcor/Obayashi Bidding Forms, Item A. Bidding Check List, Subitem 3. Current Business Tax Registration Certificate. In Addendum 2 you specifically deleted the requirement for us to submit our "Current San Francisco Business License Certificate". You also changed "Current Business Tax Certificate" to "Current Business Tax Registration Certificate". We have various city Business Tax Registration Certificates. Is it your intent for us to only submit our current Business Tax Registration Certificate for "San Francisco".	Per project bidding manual section III.D.6.b, the requirement is for a San Francisco Business Tax Registration No.
TG0300-0202	9.13.2010	<p>Our QBD sent on 9/02/10 expressed our serious concern with the SBE Trade Package schedule, liquidated damages and other contract terms. We requested that Webcor/Obayashi meet with the SBE Trade Package bidders, as soon as possible, in order to clarify and resolve the major issues of concern. We also requested that the bid due date be postponed by 6 weeks.</p> <p>We have not yet received a response to our 9/02/10 QBD. We cannot continue to expend resources on this bid without Webcor/Obayashi acknowledging our concerns and committing to act timely to help resolve them.</p>	Refer to response TG0300-0150.

		We ask that Webcor/Obayashi provide us with a response to our 9/02/10 QBD by Friday 9/17/10, otherwise we will have to suspend our estimating effort on Bid Package TG03.	
TG0300-0203	9.15.2010	1. Reference section 1 of the Long Form Subcontract (last sub-paragraph); also reference paragraph 2.05 of section 00 05 20 of the Agreement and section 01 14 10 Regulatory Requirements: which require compliance with applicable federal laws and guidelines. Several other specifications (particularly, those relating to health and safety) specifically list specific provisions of the Code of Federal Regulations that the Contractor (and therefore, where relevant, the Trade Subcontractor) must comply with. Provide a list of all applicable federal laws and guidelines (other than those specific provisions of the Code of Federal Regulations that are already included in the General Conditions and other bid documents) that the Trade Subcontractor must comply with on this project. In particular, provide a list of all Federal Acquisition Regulations that apply to Trade Subcontractor's obligations on this project.	Those documents are available in the public domain. The project is not subject to the Federal Acquisition Regulations.
TG0300-0204	9.15.2010	Reference 4.1 of the Long Form Subcontract: The second paragraph of this provision states that the CM/GC has no obligation to pay the subcontractor until TJPA approves the CM/GC's application for payment and TJPA actually pays the CM/GC. We request that you correct this provision to comply with the California public policy against pay-if-paid provisions.	Refer to response TG0300-0150.
TG0300-0205	9.15.2010	Reference section 4 and exhibit G of the Long Form Subcontract, which addresses payment procedures; Section V.A.3 Webcor/Obayashi Bidding Forms of the Project Bidding Manual, which required that Trade Subcontractor submit Escrow Agreement for Security Deposits in Lieu of Retention (though this provision was deleted in Addendum 2); and section 00 060 30 – Escrow Agreement For Security Deposits in Lieu of Retentions (and section 00 08 22, part 1.7), which apply the provisions of section 22300 of the Public Contract Code: <u>confirm</u> that Trade Subcontractor will be permitted to substitute securities in lieu of retentions on this project	Requirements are as set forth in the relevant sections.
TG0300-0206	9.15.2010	Reference paragraph 4.1.2 of the Long Form Subcontract: these restrictions on Subcontractor's rights to recover payment for work properly performed appear to be inconsistent with subcontractors' rights established by the Performance and Payment (Labor and Material) Bond set forth in specification 00 06 10 and the provisions of section 3247 et seq. of the California Civil Code. We request that you modify the provisions of 4.1.2 to be consistent with subcontractors' rights to recover payment under the terms of the statutory payment bond.	No modification will be made.
TG0300-0207	9.15.2010	Reference paragraph 4.4 of the Long Form Subcontract, section 9.04.E of the General Conditions, document 00 07 00 and 6.22J(4) of the San Francisco Administrative Code: It appears that the provisions of the San Francisco Administrative Code permit the release of retentions	Refer to response TG0300-0150.

		applicable to subcontractors' work (including the work of the Butress, Shoring and Excavation Trade Subcontractor) based on completion of that trade subcontractor's work. Confirm that the BSE Trade Subcontractor will be eligible for release of its retention after the completion of the BSE Trade Subcontractor's work in accordance with the provisions of 6.22J(4) of the Administrative Code. Also since the terms of the Long Form Subcontract specifically state that the more stringent of the documents shall apply, modify the provisions of 4.4 of the Long Form subcontract to be consistent with the provisions permitting early release of retentions.	
TG0300-0208	9.15.2010	Reference paragraphs 5.1 and 5.2 of the Long Form Subcontract: paragraph 5.1 of the Subcontract states that even if the Trades Subcontractor is due an extension of time for delays that it incurs, then the CM/GC can deny that extension of time if granting the time extension would prevent the CM/GC from meeting its obligations under the prime contract. And paragraph 5.2 includes a no-damage for delay provision. Request that you reconcile these inconsistent provisions to fairly address the Trade Subcontractor's recourse.	No modification will be made.
TG0300-0209	9.15.2010	Reference section 5 and Exhibit I of the Long Form Subcontract; also reference section 9.04.E of the General Conditions, document 00 07 00: Will the TJPA and the CM/CG agree to separating the value of the dewatering portion of the Butress, Shoring and Excavation trade after the completion of all other work related to this trade and allow the dewatering work to be incorporated into a separate Trade Subcontract in order to allow the TJPA to permit early release retentions applicable to the completed Butress, Shoring, and Excavation work?	No.
TG0300-0210	9.15.2010	Reference section 7 and sub-paragraph 15.1.1(h) of the Long Form Subcontract and part 9.04 of the Agreement between the TJPA and the CM/CG: clarify what consequential damages the BSE Trade Subcontractor might be liable for given the broad mutual waiver of consequential damages within the prime contract. Given the mutual waiver of consequential damages, we propose that these provisions within the Long Form Subcontract be modified to delete references to consequential damages.	Refer to response TG0300-0150.
TG0300-0211	9.15.2010	Reference section 9 of the Long Form Subcontract: clarify the basis for the requirement that Trade Subcontractor pay or satisfy Stop Notices that are filed because of CM/GC's failure to make timely payment in accordance with the Public Contract Code and the Prime Contract.	Section 9 is applicable to the extent Webcor/Obayashi Joint Venture has fulfilled its contractual and statutory payment obligations.
TG0300-0215	9.15.2010	Reference 16.4 of the Long Form Subcontract and Exhibit A, section VI.4.F (amended by Addendum #2): Paragraph 16.4 of the long form Subcontract requires that the required professional liability insurance coverage be maintained for the duration of the project plus 10 years following completion of construction. VI.4.F of Exhibit A requires continuing this coverage for 3 years beyond the contract final completion date. Given the provisions of Section 1 of the Subcontract regarding conflicts between contract documents, clarify: the required duration for continuing coverage for professional liability insurance	Required Duration is 3 years, as described in Exhibit A, Section VI. This duration applies to the project completion.

		coverage. Also clarify the term "3 years beyond the contract final completion date in VI.4.F of Exhibit A – does this apply to the Trade Subcontract work or the Project completion?	
TG0300-0216	9.15.2010	Reference section 25.18 of the Long Form Subcontract: which provides the CM/GC with the right to audit Subcontractor's financial information and documents concerning the any associated jobsite or home office overhead expense. This provision goes far beyond the audit requirements of section 2.05 of the General Conditions, document 00 07 00, which limits TJPAs right to audit to documents relating to change order requests, proposed change orders, force account work, or a contract claim. Further, CM/GC's audit provision has the potential to expose subcontractor's confidential, proprietary, and trade secret information relating to its business, policies, practices, technologies, approaches, analysis, strategies, operations, performance, finances, revenue, pricing, costs, or profits. Explain the basis for CM/GC's audit of the portions of a subcontractor's lump sum competitively bid Contract Price that are unrelated to any change order requests, proposed change order, force account work, or a contract claim. Alternatively, we request that the audit provision of the Long Form Subcontract be re-written to more precisely mirror the provisions of section 2.05 of the General Conditions document 00 07 00, as set forth in 2.05.F of the General Conditions.	Section 25.18 of the Long Form Subcontract will be enforced consistent with the language in Section 00 07 00, article 2.05.
TG0300-0217	9.15.2010	Reference section 2.05 of the General Conditions, document 00 07 00 (also Specification section 00 08 13/APA section 7), which require compliance with 49 CFR Part 18 and Part 26 in the procurement and award of Trade Work subcontracts. Are the goals for Disadvantaged Business Enterprises, under 49 CFR Part 26 in addition to the goal for SBE participation of 24% as required by Section IV Scope Section D of Exhibit A? Clarify the checkbox under Specification section 00 08 13/APA section 7(a), which indicates that a separate agreement goal (for participation of Disadvantaged Business Enterprises) has not been established for this Agreement.	Section 2.05 of the General Conditions, Section 00 07 00, is regarding audits. Section 2.05 of the 00 05 20 Agreement states that the CM/GC shall follow all applicable federal laws and guidelines in the award of Trade Work subcontracts, including 49 CFR Part 18 and 26. The CM/GC has set an SBE goal of 24% for this package. There is no separate DBE goal for this package.
TG0300-0219	9.15.2010	Reference section 6.03.G of the General Conditions, document 00 07 00: which provides for prompt mediation of disputed Change Order Requests that exceed 2% of the unpaid Contract Sum. Does this provision apply to require that the CM/GC promptly mediate disputed Change Order Request that exceed 2% of the unpaid Contract Price under a Subcontract with the CM/GC?	No.
TG0300-0220	9.15.2010	Reference section 6.06.C.2 of the General Conditions, document 00 07 00: which provides that Subcontractor's markup on Change Orders shall be a maximum of 15 percent of the Subcontractor's direct costs; and that this 15% markup includes the additional costs of Subcontractor bonds and insurance. But section VI, Insurance of Exhibit A – Trade Subcontractor Bid Package establishes insurance limits for Trade Subcontractor's commercial general liability insurance that are FOUR times the amounts set by TJPAs under Section 00 08 05. Similarly, section VI, Insurance of Exhibit A – Trade Subcontractor Bid	Markup is per Section 00 07 00, article 6.06.C.2.

		Package establishes insurance limits for Trade Subcontractor's professional liability insurance that are more than TWICE the amounts set by TJPA under Section 00 08 05. Therefore, the Trade Subcontractor's additional insurance premiums on Change Orders will be significantly higher than the amounts that would be required if the Trade Subcontractor were only required to provide insurance to the limits established under Section 00 08 05. Will the Trade Subcontractor (and its lower-tier subcontractors) be permitted additional markup on Change Orders, in excess of the specified 15% to cover its higher insurance limits and significantly higher insurance premium costs in order to comply with the limits established by Exhibit A?	
TG0300-0222	9.15.2010	Reference section 1.5.F of specification section 00 08 05, Insurance Requirements – clarify if this provision is intended to establish the annual general aggregate for trade subcontractor's insurance under Exhibit A.	Section 00 08 05 establishes the insurance requirements the TJPA has placed on the CM/GC. Trade Subcontractor should refer to the insurance requirements in Exhibit A.
TG0300-0223	9.15.2010	Reference section IV.A.35.e) of the Trade Subcontractor Requirements – clarify if the requirement for contracting with an SBE reprographic company for copying all shop drawings for submittal is in addition to the goal for SBE participation of 24% as required by Section IV Scope Section D of Exhibit A.	No, it qualifies as part of the 24%.
TG0300-0226	9.15.2010	Is the CDSM wall designed for a seismic event? If so, what magnitude of seismic event is the CDSM wall designed for?	The shoring wall has been designed for a 100-year return period earthquake. Incremental seismic loads in Tables 5, 6, 7, and 8 on GT-1110 are also based on a 100-year return period earthquake.
TG0300-0238	9.16.2010	Reference drawing sheets GT-2201 & GT-5202. Section 12 on GT5202 does not specify the number or size of vertical reinforcing steel. Please provide.	These bars are called out on GT-2201 in the legend.