



Transbay Transit Center

General Contractor Request for Proposal



A New Facility for:



Tenant Improvement and Base Building Retail,
Common Area and Service Area Construction

General Contractor Request for Proposal

Issue Date:

Responses Due As indicated below:

Table of Contents

1. Introduction
 2. Project Description
 3. Overview of the RFP
 4. Submittal Information
 5. GC Scope of Services
 6. GC Qualifications
 7. GC Fee Proposal
 8. Evaluation Criteria
- Exhibit A – Construction Contract Requirements
- Exhibit B – Supplier Classification Profile Form
- Exhibit C – Employee Demographic Data Sheet
- Exhibit D – General Conditions Cost Breakdown Form
- Exhibit E – TJPA Project Labor Agreement
- Exhibit F – Relevant Excerpts from the Master Asset Management Agreement

1. Introduction

LPC West Transit Management LLC (LPC) issues this Request for Proposals (RFP) for General Contractor (GC) Services (Services) for the Salesforce Transit Center from qualified business entities (Proposers) with expertise in GENERAL CONTRACTING SERVICES FOR THE CONSTRUCTION OF RETAIL, OFFICE, AND MISCELLANEOUS PUBLIC SERVICE AREAS.

Construction Service work should include, but not be limited to the following:

1. Construction of the Amtrak/Greyhound Office and Ticketing Center;
2. Construction of the TJPA Office;
3. Construction of the LPC Office;
4. Demise and construct “lease ready” three to four Incubator or Spec Retail Spaces per the design specification provided by the Architect, along with MEP requirements for up to 35 to 45 or more retail and Office spaces and be prepared to provide Tenant Improvement work for the Lessees. Secondary “leveling” slab work would be included in the GC’s scope of work as well;
5. Potential construction of additional common area restrooms;
6. Potential construction of the Park Level Café;
7. Potential construction of Pop-Up Kiosks.

Specific Plans (if applicable) will be completed for each of the areas listed above and may commence at various times or in conjunction with each other during the construction process, however, #1 above will be targeted for completion between February 15 and February 28, 2018. Contractor will complete a master schedule outlining the summary information for the above work and will provide detailed and updated scheduling upon request. Contractor will bid to subcontractors and provide at least three (3) qualified bids for each subcontract completed within each phase. Contractor will use its best reasonable efforts in assuring that all subcontractors, consultants or third party service providers meet the liability requirements for vendors indicated in Exhibit A.

The contract type will be a GMax *Fee* Contract for General Construction Services and priced by each requested area listed above incorporating the General Conditions and Fee structure indicated in this RFP.

2. Project Description

The Transbay Transit Center Project is a visionary transportation and housing project that transforms downtown San Francisco and the San Francisco Bay Area’s regional transportation system by creating a “Grand Central Station of the West” in the heart of a new transit-friendly neighborhood. The approximately \$6 billion project will replace the former Transbay Terminal at First and Mission Streets in San Francisco with a modern regional transit hub connecting eight Bay Area counties and the State of California through 11 transit systems: AC Transit, BART, Caltrain, Golden Gate Transit, Greyhound, Muni, SamTrans, WestCAT Lynx, Amtrak, Paratransit and future High Speed Rail from San Francisco to Los Angeles/Anaheim.

The project consists of three interconnected elements:

- Replacing the former Transbay Terminal at First and Mission Streets
- Extending Caltrain and California High-Speed Rail underground from Caltrain’s current terminus at 4th and King Streets into the new downtown Transit Center
- Creating a new neighborhood with homes, offices, parks, and shops surrounding the new Transit Center

The first phase of the project will create a new five-story Transit Center with one above-grade bus level, ground-floor, concourse, and two below-grade rail levels serving Caltrain and future California High-Speed Rail. Phase I will also create new bus ramp that will connect the Transit Center to a new off-site bus storage facility and the San Francisco-Oakland Bay Bridge.

Designed by Pelli Clarke Pelli Architects (PCPA), the new Transit Center will feature a 5.4 acre park on the roof of the bus and rail station. A complementary transit tower designed by PCPA and developed by Boston Properties/Hines will be built adjacent to the Transit Center and will provide additional financing for the project.

The project broke ground on the Temporary Terminal facility in December 2008. Operations at the Temporary Terminal began in August 2010 and the temporary facility now serves transit riders while the new Transit Center is being constructed.

Once constructed, the new Transit Center will accommodate more than 100,000 passengers each weekday and up to 45 million people per year and make public transportation a convenient and accessible option for everyone who lives, works and visits the San Francisco Bay Area.

This RFP will include the elements listed in items 1-7 above. It should be noted that this project will be subject to a PLA Agreement (Exhibit E), Labor Harmony Requirement, and First Source Hiring.

3. Overview of the RFP

A.) RFP Advertisement: Published August 18, 2017

RFP available [TBD] at: <http://transbaycenter.org/tipa/doing-business-with-the-tipa/current-contract-opportunities>

B.) “Letter of Intent Due”

Deadline: **August 22, 2017, [5:00 pm]**
To: Rodger Dean, LPC West LLC
Via: email letter to: rdean@LPC.com
For: Inclusion on the “List of Interested Parties”

C.) RFP Questions Due

Deadline: **August 25, 2017, [5:00 pm]**
To: Rodger Dean, LPC West LLC
Via: email questions to: rdean@LPC.com

D.) RFP Bid Submittals Due

Deadline: **August 31, 2017, [5:00 pm]**
To: Rodger Dean, LPC West LLC
Via: email letter to: rdean@LPC.com
Mail To: 55 Francisco Street, Suite 450
San Francisco, CA 94133

E.) Short List of Candidates (No More Than 5 Firms) Published:

Date: **September 6, 2017**
To: "List of Interested Parties"
Via: email distribution

F.) Final Candidate Interviews

Approximate **September 7 – September 8, 2017**

G.) Anticipated Date of Award and Start of Construction Services

Approximate **September 21, 2017**
Contracts will be completed on a Section by Section basis as the various project areas are ready for commencement.
Start: **September 22, 2017**

4. Submittal Information

A.) Letter of Intent

Submission of a "Letter of Intent" is **mandatory** and will provide an email contact with each prospective respondent. Please include **ONLY** the following information within the body of the email:

- Company Name
- Point of Contact Name
- Email address
- Physical Address
- Phone Number

B.) RFP Questions

Please submit all questions pertaining to this RFP process or technical questions regarding the project via email. No phone calls please. Specific details on the phases will be provided after the General Contractor has been selected.

C.) RFP Submittal shall consist of the follow:

Three (3) 8 ½” x 11” Bound Copies consisting of a maximum of 20 pages:

- General Information
- References

One (1) Electronic copy of packet described above to rdean@LPC.com in PDF format 5MB or less

One (1) SEPARATE SEALED ENVELOPE labeled “Confidential Information” containing:

- Fee Proposal

Address the RFP Submittal to:

Rodger Dean
LPC West Transit Management LLC
55 Francisco Street, Suite 450
San Francisco, CA 94133

LPC or LPC’s Agent will not reimburse any respondent or potential respondent for costs associated with responding to or negotiating this RFP.

If you desire to submit additional information above and beyond the scope of this RFP, please address such literature under separate cover to the above address. Additional information must be received before the submission deadline.

This will be a private opening by LPC and LPC’s representatives. LPC anticipates choosing a GC which, in LPC’s opinion, is the best qualified and will provide the best value that serves the interests of the Project. *LPC reserves the right to waive informalities or irregularities and to reject any and all bids.*

5. GC Scope of Services

The following is a **proposed** general scope of services to be provided by the GC:

A.) Pre-Construction Services

- Review conceptual design and recommend alternative solutions;
- Advise on selection of materials;
- Recommend building systems and equipment;
- Provide recommendations on construction feasibility;
- Advise on availability of materials and labor;
- Local construction activity that could impact Transit Center construction scheduling;
- Provide a preliminary Construction Schedule;
- Establish Bidding and Construction Contingencies;
- Assist in Value Engineering Services for the Project;
- Coordinate and track donations of material and labor (in concert with LPC);
- Assist and review Design Development Documents;
- Provide a Control Estimate for the cost of construction; and

B.) General Contractor Services

- Prepare necessary bidding information and pre-qualification criteria for bidders;
- Develop subcontractor interest in the Project;
- Define any self-performed work;
- Coordinate and track donated or discounted bids;
- Receive and award subcontractor bids;
- Supervise and direct the work of subcontractors;
- Provide a Project Superintendent on a full-time basis for the duration of the Project;
- Coordinate the Work with LPC to complete the Project in accordance with LPC's objectives of cost, time and quality;
- Coordinate with the Work of all LPC's and TJPA's Separate Contractors;
- Provide and maintain a Construction Schedule;
- Provide and maintain a Schedule of Values;
- Schedule and conduct weekly progress meetings; and
- Provide LPC with the post construction services, including but not limited to, operations and maintenance training and warranty inspections for the Project.

6. GC Qualifications

Please provide a brief statement of qualifications. Please include:

- Firm Name and Address.
- Primary Point of Contact.
- Number of years in operation - *Minimum 5 years of operation.*
- List key personnel and provide resumes.
- List of comparable projects of similar size and scope - *Minimum 2 Projects of Similar Size and Scope.*
- List Experience with Pre-Construction Services.
- List Experience with GC Fee type RFP requests citing references as examples.
- Explain approach to cost estimating and value engineering.
- Explain any experience working with a public agency(s). Please list at least (2) two public agency client references with the following information:
 - Organization;
 - Current Point of Contract;
 - Point of Contact, Phone or email;
 - Project Title; and
 - Project Size and Cost.

7. GC Fee Proposal

Provide the following in a SEPARATE SEALED ENVELOPE with your RFP Submittal.

Please provide fee proposals in the following order:

A.) Pre-Construction Services Fee

Provide a *Fixed Fee* for Pre-construction Services. This fee is to include all indirect, direct, traceable costs, overhead, profit, etc. It is to be a lump-sum fee by category above. Respondents shall also provide hourly rates for extended contract time under Pre- Construction Services. Notice to Proceed with construction is anticipated to be mid-September to early October, 2017.

B.) GC Fee

Due to the unknown cost of work and scope detail for the Project, please provide as much detail for the General Conditions and GC Fee structure for GC Services during the Project Construction Phase. During the Construction Phase, the GC shall manage the construction, provide and pay for all materials, tools, equipment, labor, professional and non-professional services, and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the work as required by the contract documents. The GC shall be responsible for performing work defined in the contract documents as well as those services defined in “GC Scope of Services” of this RFP and other services as may be contractually agreed upon between the GC and LPC. All other work will be competitively bid as previously identified and awarded by the GC.

C.) Supplier Classification Profile and Employee Demographic Data Sheet

Please complete Exhibits B and C in this RFP.

D.) General Conditions Fee

Provide an *Estimate* for the Project’s General Conditions fee (Exhibit D). This fee is to include Direct Personal Expenses of on-site General Contractor staff, and reimbursable expenses.

Fee Proposals Shall Read as Follows:

- A.) Fixed Fee for Pre-Construction Services (by each of the seven categories above): \$ _____
Proposed Hours Allocated per Month _____ hours
Unit Hourly Rates for Contract Extension: \$ _____ per hour
- B.) Fee for General Contracting Services: _____ %
- C.) Complete the Supplier Classification Profile Form (Exhibit B) and the Employee Demographic Data Sheet (Exhibit C).
- D.) Estimated General Conditions: \$ _____ See Exhibit D

8. Evaluation Criteria

Proposal evaluations will include, but not be limited to the following criteria and not necessarily listed in order of importance:

1. Qualifications & Experience;
2. Company Background and References and meeting the Requirements indicated in Exhibit A; Value Added (*including ability/experience working with Local Government and/or Public Agency environment and any experience with Public Transportation Centers and the unique nature of this project*);
3. General Contracting Fees and General Conditions and how these Fees are Structured;
4. Quality of Proposal and the specific detail of the information requested in the RFP; and
5. Responsiveness of Proposal to RFP.

END OF RFP

Thank you for your consideration of our exciting project!

Exhibit A
Construction Contract Requirements

1. LPC West Transit Management LLC (“Manager”) has been engaged by the owner of the Transbay Transit Center (“Owner”) to manage and operate the Transbay Transit Center pursuant to that certain Asset Management Agreement between Manager and Owner (the “Master Asset Management Agreement”).

2. Contractor’s rights pursuant to its subcontract with Manager (the “Subcontract”) are subject and subordinate at all times to the Master Asset Management Agreement (as the same may be modified, amended, replaced or supplemented) and to all of the covenants and agreements set forth in the Master Asset Management Agreement. In particular, and without limiting anything set forth in the Subcontract, Contractor specifically acknowledges and agrees that it shall be bound by, and shall comply in all respects with, the provisions, of Article 29 of the Master Asset Management Agreement, all of which are incorporated herein by reference as if set forth in full herein. Contractor agrees that all rights and privileges granted under the Subcontract are subject to the limitations imposed on Manager by the Master Asset Management Agreement and that, except as expressly provided in the Subcontract, Manager is not granting any rights or privileges to Contractor under the Subcontract that are not expressly granted to Manager under the Master Asset Management Agreement. Contractor further acknowledges and agrees that Owner shall be an intended third party beneficiary of the Subcontract with rights to directly enforce the obligations of Contractor thereunder pursuant to and in accordance with the terms and conditions of the Subcontract. Any disputes between the parties to the Subcontract arising out of or in connection with any claim that Owner may bring against Manager under the Asset Management Agreement shall be subject to and governed by the dispute resolution procedure set forth in the Master Asset Management Agreement. The Subcontract shall not be effective until Owner consents in writing to this Subcontract.

3. With respect to any obligation of Manager to be performed under the Subcontract, wherever the Subcontract grants to Manager a specified number of days to perform its obligations, Manager shall have an additional amount of time to perform the obligation, in the event that the Owner’s consent, approval, payment or other action is required under the terms of the Master Asset Management Agreement. Manager may immediately terminate this Subcontract if the Master Asset Management Agreement between Manager and Owner is terminated by Owner or if Owner directs Manager to terminate this Subcontract.

4. Contractor, at its sole cost, shall purchase and maintain in effect at all times during the period that Contractor provides any Services under this Subcontract, the following insurance:

- 4.1 Workers' Compensation (including employer's liability insurance with limits of not less than \$1,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of the State of California.
- 4.2 Commercial General Liability (I.S.O. 2001 Form or equivalent approved by Owner) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each occurrence/\$1,000,000 general aggregate limit (other than products- completed operations)/\$1,000,000 products/completed operations aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property.

Such policy should be written on an occurrence form, and shall include:

- a) Contractual coverage for liability assumed by the Manager and Contractor under the Master Asset Management Agreement;

- b) Personal and advertising injury coverage;
 - c) Products-completed operations;
 - d) Independent contractors coverage;
 - e) "XCU" coverage (explosion, collapse, and underground hazards) where necessary;
 - f) Contractual liability exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be removed, where necessary; and
 - g) Additional Insured endorsement (I.S.O. Form CG 20 10 11/85 "Form B" version or its equivalent approved by the Owner) naming Manager, Owner and any other parties requested by Manager or Owner as Additional Insureds.
- 4.3 Business Automobile Liability (I.S.O. Form CA 00 01 10 01 or equivalent approved by the Owner) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- 4.4 Builder's Risk/Installation Floater on an all-risk completed value form in an amount equal to the total contract price. The insurance shall cover any and all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly.

The policy shall also include coverage for machinery, supplies and equipment, and other personal property of any kind owned, rented or in the care, custody and control of the contractor, and its subcontractors to be incorporated in the building, erection, assembly and installation of the project. Said policy shall remain in force until the construction is completed and accepted.

The policy shall provide that:

- a) Any requirement for co-insurance must be removed;
- b) Said policy is to be written with the contractor as First Named Insured and naming the Additional Insureds required by Owner;
- c) Losses are to be adjusted with the Additional Insureds required by Owner
- d) Policy shall be endorsed to provide that "all premium considerations are the sole responsibility of the contractor;" and
- e) Evidence of coverage requires submission of a policy; however, a temporary binder may be accepted pending issuance of the policy.

- 4.5 Professional Liability Insurance, which shall be required if professional services are to be performed, covering actual or alleged negligent acts, errors or omissions committed in the performance of activities and/or arising out of work performed by such contractor, regardless of the type of damages, and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. Such insurance shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall also extend to include personal injury, bodily injury and property damage. The policy shall have a limit of liability of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate, unless otherwise specified in writing by Owner. Defense costs must be in addition to the limit of liability. Should the insurance have claims filed against it that are reasonably expected to erode 70% of the aggregate limits for any policy period, Contractor shall arrange with the insurer to reinstate the aggregate limit, at Contractor's expense.

In addition to the coverage requirements above, the policy shall include:

- a) A retroactive date to coincide with or precede the insureds' initial services;
 - b) Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
 - c) Either active policy coverage or an extended reporting period of at least one (1) year after termination of the agreement pursuant to which the services of Contractor are provided.
- 4.6 The insurance carried by Contractor shall, as applicable, comply with the same requirements set forth in Sections 16.3.3 and 16.4 through 16.8 of the Master Asset Management Agreement respecting Owner's and Manager's insurance.

5. The timing and procedure for the processing and payment of any amounts payable to Contractor under this Subcontract shall be pursuant to and in accordance with the applicable provisions of the Master Asset Management Agreement. In particular, Contractor specifically acknowledges and agrees that Manager's obligation to make any payment to Contractor under this Subcontract is expressly subject to and contingent upon Manager's receipt of a corresponding payment from Owner under the Master Asset Management Agreement, and that any failure by Manager to make any such payment to Contractor hereunder as a result of Owner's failure to make its corresponding payment under the Master Asset Management Agreement shall not be deemed a breach by Manager under this Subcontract; provided, however, that, subject to Contractor's timely compliance with the conditions for payment set forth in the Subcontract, Manager shall diligently seek payment of all such invoices from Owner under the Master Asset Management Agreement. Notwithstanding anything in this Subcontract to the contrary, Contractor specifically acknowledges and agrees that Contractor shall not be entitled to any compensation or reimbursement of any amounts under this

Subcontract unless such request for compensation or reimbursement has been approved in writing by Owner under the Master Asset Management Agreement.

6. To the fullest extent permitted by applicable law, Contractor agrees to “Indemnify” (as defined in the Master Asset Management Agreement) Manager and its partners, affiliated companies, representatives, agents and employees (collectively the "Indemnified Manager Parties") and “Owner’s Indemnitees” (as defined in the Master Asset Management Agreement) from and against any “Claims” (as hereinafter defined) that any of the Indemnified Manager Parties and/or Owner’s Indemnitees may suffer, sustain or incur arising out of or in connection with the breach, default, negligence, willful misconduct or fraud of the Contractor and/or its officers, directors and employees in the performance of its obligations and duties under this Subcontract, whether active or passive, actual or alleged, whether in the provision of such services, failure to provide any or all of the applicable services, or otherwise, all pursuant to and in accordance with the provisions of Article 15 of the Master Asset Management Agreement. Contractor’s obligations under this Paragraph shall survive the termination or expiration of this Subcontract.

7. Contractor shall comply with “Environmental Law” (as defined in the Master Asset Management Agreement) and, to the extent Environmental Law requires, clean up any “Hazardous Substance Discharge” (as defined in the Master Asset Management Agreement) on, at, or under the Center caused by Contractor or its agents, consultants, employees, subcontractors or representatives (collectively, the “Contractor Parties”); (b) make all submissions to, deliver, or cause to be delivered, all information required by, and otherwise fully comply with all requirements of any “Government” (as defined in the Master Asset Management Agreement) under Environmental Laws related to any Hazardous Substance Discharge on, at, or under the Center caused by Contractor or any Contractor Party; (c) if any Government requires any clean-up plan or clean-up because of a Hazardous Substances Discharge on, at or under the Center caused by Contractor or any Contractor Party, prepare and submit the required plans and all related bonds and other financial assurances; (d) promptly and diligently carry out all such clean-up plans required by the acts or omissions of Contractor or any Contractor Party; and (e) Indemnify the Owner’s Indemnitees and the Indemnified Manager Parties against any Hazardous Substances Discharge or violation of Environmental Law caused by Contractor or any Contractor Party.

8. This Subcontract shall be assignable to Owner. In addition, Contractor agrees to continue to perform for Owner all of Contractor’s respective obligations under the Subcontract in the event the Master Asset Management Agreement is terminated, and Contractor will cause its subcontractors to agree to continue to perform all of their respective obligations under their respective subcontracts in the event the Master Asset Management Agreement is terminated. Upon request, from time to time, Contractor shall provide Manager with such documentation or other information as is reasonably requested by Manager in connection with its duties and obligations under the Master Asset Management Agreement.

9. Contractor acknowledges that various public or private transit agencies or rail operators will operate from the Center. If any construction work to be performed by Contractor adjoins, or would otherwise affect in any way any transit agency or rail operator facilities and operations, Contractor shall (and shall cause its agents, employees, subcontractors or representatives to) comply with the rules, regulations and procedures promulgated from time to time by the applicable transit agency or rail operator. If any construction performed by Contractor or its agents, employees, subcontractors or representatives affects any transit agency or rail operator facilities or operations, Contractor shall reimburse the applicable transit agency or rail operator for its standard charges in effect from time to time imposed by such transit agency or rail operator, as applicable, in connection with their inspection and supervision of any such construction.

10. Neither Contractor nor its agents, employees, subcontractors or representatives, shall unreasonably interfere with, in any manner whatsoever, any public or private transit agency or rail operator facilities, operations, equipment, or signage including, without limitation, any safety equipment such as cameras. Each transit agency and rail operator, as applicable, shall have unrestricted access to any such

facilities, operations, signage and equipment, including, without limitation, cameras for the repair and maintenance of same (including, without limitation, within and/or adjacent to any vertical transportation equipment (elevators and escalators)), all in accordance with the Center's maintenance plan.

11. Contractor's construction work shall be completed with reasonable diligence and within a reasonable time, and in compliance with the applicable building and fire codes specified from time to time by Owner's Code Compliance Officer. Contractor shall not (and shall cause its agents, employees, subcontractors or representatives not to) use any contractors, laborers or materials the use of which would create any conflicts with other contractors and/or laborers employed by Owner in the construction, maintenance or operation of the Center or would cause any jurisdictional or other labor disputes thereat. Upon completion of construction, Contractor shall (i) cause a Notice of Completion to be recorded in the office of the Recorder of the City and County of San Francisco in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, (ii) deliver to Owner or Owner's designee a reproducible copy of the "as built" drawings of the construction, and (iii) deliver to Owner evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials.

12. Relevant excerpts from the Master Asset Management Agreement are included as Exhibit F.