From: Mantych, Timothy
To: Luu, Catherine (FTA); Tsiforas, Bill (RTC NV); Matley, Ted (FTA)
CC: Carranza, Edward (FTA); Tahir, Nadeem (FTA); Sukys, Raymond (FTA)
Sent: 10/20/2010 8:19:42 AM
Subject: RE: Honolulu Rail Transit - MSF NTP # 1

Cathy – Some answers to your questions regarding the MSF NTP #1 have been provided in our Trip Report, but I wanted to respond directly to your email. Our responses to your questions are identified below in bracketed red font.

Based on our review of the NTP #1 and the general status of the project, it is our professional opinion that the City should wait until after receipt of a Record of Decision before issuing NTP #1. The City may experience similar delay issues as the WOFH DB Contract if NTP #1 is issued prior to ROD. In addition, we have requested, but not been provided information, relating to subsequent NTPs, specifically those for Final Design and construction authorization. We should be afforded an opportunity to review the MSF agreement and proposed multiple NTP dates to help ensure they do not cause potential delay claims as a result of unrealistic milestone dates.

The price proposal expired on August 16, 2010. The City sent a letter to Kiewit/Kobayashi requesting an extension of their pricing until March 15, 2011, but the contractor never formally responded with a new expiration date. Since they are already beyond the expiration date identified in RFP Part II, another 1-2 months before formally executing the contract should not cause significant impacts.

Please let me know if you have any additional questions.

Thanks,
Timothy L. Mantych, P.E. (MO, IL)
Jacobs Engineering Group Inc.
FTA PMOC Program Manager
501 North Broadway
St. Louis, MO 63102
Phone: 314.335.4454
Mobile: 314.614.1386
tim.mantych@jacobs.com

From: Catherine.Luu@dot.gov [mailto:Catherine.Luu@dot.gov]
Sent: Tuesday, October 05, 2010 2:13 PM
To: Mantych, Timothy; Tsiforas, Bill (RTC NV); Ted.Matley@dot.gov
Cc: Edward.Carranza@dot.gov; Nadeem.Tahir@dot.gov; Raymond.Sukys@dot.gov
Subject: RE: Honolulu Rail Transit - MSF NTP # 1

Tim/Bill,
General comments

1) Based on your professional assessment do you think any items (scope) in the MSF NTP #1 that do not or may not meet the PE activities. [Yes – the items they describe are similar to those authorized for the WOFH DB Contract and can be considered PE. However, for the reasons explained above, we believe it would be prudent to wait until after issuance of the Record of Decision to issue this NTP.]

2) Does/has the city located the site of the MSF? Will it be the Navy drum site? If I understand correctly, the location of the MSF is not finalized yet. TED& RAY: am I correct? [At our last progress meeting, we asked the City if the location of the MSF site will change from the Navy Drum Site since the FEIS identifies two potential locations. The City responded that although the work authorized to the contractor will be site neutral, they do

not anticipate any changes to the proposed Navy Drum Site location. The PMOC still sees this as non-committal to the Navy Drum Site. The City stated the definitive design will address this issue, and they can't commit and prejudice the FEIS process.]

I have several questions on the NTP#1:

1) The MSFT NTP #1 stated that the total cost = $14,505,000, but how long does the City anticipate to have the NPT #1 to be performed. [This NTP would authorize work for about 3 months, after which they anticipate the ROD will be issued and they could authorize the remaining of the Advanced PE activities (e.g. definitive and interim deign).]

2) The city stated that " In addition, this limited authorization of activities under NTP #1 will not preclude consideration of the alternative MSF site identified in the FEIS or the no build altenative" Question: Is this NTP #1 most likely focusing on the Navy Drum Site? Because the City stated " not preclude consideration of the alternative MSF site" then If the Navy Drum site will not be the chosen site then what will happen to all the plans (e.g. security plan…) that may only address a particular site? [See response to #2 above.]

3) Item 1- The City talks about Payment and Performance bonds (lump sum $2.2M) then what is the percentage of these bonds of the total contract. Is $2.2 M adequate? [At our last progress meeting we discussed insurance and performance bond requirements for the MSF DB Contract. The City stated that the requirements are similar to those identified in the WOFH DB Contract. The insurance is prorated for a year in the amount of $900,000. The City mentioned most of the other contracts are similar to WOFH. The amount identified in the letter appears to be commensurate for this contract value ($195M). The bonding amount for the WOFH DB Contract, which had a contract value of $483M, was $5.3M.]

4) Item 2 – Insurance (lump sump $900,000:) : The city does not spell out what type of insurance. Can you find out? [The OCIP covers Workers Compensation and Employers' Liability, General Liability and Excess Liability, and Builders' Risk for all on-site staff, or within the project boundaries. The contractor is required to provide for similar coverage for off-site staff (e.g. management and design team). The $900K covers the additional insurance requirements per SP 6.1. This is a lump sum contract, and the contractor elected to identify this amount in their proposal.]

5) Iteme 5- Project Quality management: the city stated that " … verify the concept proposed by the DB meet concept document provided by the City (and shown in the FEIS)" Question: does the city mean that the concept will be meet the concept in the FEIS which will be using the Navy drum site? [Although the FEIS may be site-neutral, the contract documents are very specific to the Navy Drum Site. Therefore, the intent is to ensure that it meets the concept in the FEIS for the Navy Drum Site.]

6) Items 6, 8 (Safety plan @ administration; on site security, communication & project signing)- does the City already identify the Site? [As noted above, the contract documents (and technical proposal from the selected DB contractor) are very specific to the Navy Drum Site.]

7) Item 9 (mobilization 1-50%, Lump sum $4,715,000). The City stated " General mobilization consists of preparation work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals…." Can you find out what else includes in the mobilization scope since the City uses the words " but not limited" and what is the equipment the city plan to mobilize? Does the city mean office supplies and office equipments (e.g. copy machine….) Also, does the cost including building spaces? WHERE will the building/office spaces be located? [NTP #1 primarily addresses DB team design and management activities (i.e. development of management deliverables) and mobilization of the DB design and management team. It excludes mobilization of construction equipments or procurement of construction materials. The PMOC believes this to be consistent with the approval granted to the City to enter PE.]

8) Item 16, (Archeological-Historical Plan). Question: where is a "final" MSF site selection? How can the city create a plan if the selection of the MSF is not finalized? [See response to Items 5 and 6 above.]

9) Item 17- Hazardous material Plan (lump sump $15,000). The city stated that DB to prepare a Hazmat Plan and monitor field an report any hazmat

conditions. Question: will the DB contractor monitor the field while in construction? [Yes – contractor staff is required to monitor for potential hazmat conditions. GEC staff will provide oversight (or QA).]

10) Item 18 (yard track alignment & profile Plans) Question: is the yard layout location identified in the FEIS. [Yard Location and conceptual layout for both potential sites are included in the FEIS as Figures 2-38 and 2-39.]

11) Item 23 (Environmental compliance Plan) Question: does this plan have some components that will already be included in items 16, 17, 21 ? [There is a hierarchical approach in the Special Provisions. The Quality Plan is the highest level per the SP 17.3. The Environmental Compliance Plan is one level below the Quality Plan. Under the Environmental Compliance Plan, the plans identified in Items 16, 17, 21 provide detail specific to those elements, which are all to be identified in the Environmental Compliance Plan.]

12) 24- Public Information Plan and item 15 (Public Information Program Implementation) Question: why do both scopes contain some of the same tasks: holding public information meetings and other community outreach activities... [Item 24 is the development of the plan, and Item 25 is its implementation. Under Item 24, they are trying to clarify what will be covered in the plan. It is not duplication of efforts (or double payment). They just did not explain it very well in the attachment to the letter.]

Ted & ray:
You may have some comments on the MSF NTP #1 since some of the items talk about activities that may relate to environmental compliance activities.
Thanks

Catherine Luu
Program Manager/ General Engineer
Federal Transit Administration, Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105
Tel: (415)744-2730
Fax: (415)744-2726
catherine.luu@dot.gov

From: Harvey Berliner [mailto:Berliner@infraconsultllc.com]
Sent: Monday, October 04, 2010 5:28 PM
To: Rogers, Leslie (FTA)
Cc: Tahir, Nadeem (FTA); Luu, Catherine (FTA); Mantych, Timothy
Subject: Honolulu Rail Transit - MSF NTP # 1

Mr. Rogers:

The attached letter plus attachments relative to issuing NTP # 1 for the Maintenance and Storage Facility was FedEx to you today

Harvey L. Berliner, PE
City and County of Honolulu
DTS - Rapid Transit Division
Deputy Project Officer
Design and Construction

808-768-6123 (o)
808-291-5146 (c)
berliner@infraconsultllc.com
hberliner@honolulu.gov

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.