

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES dated April 20, 2007 (this "Agreement") by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and mailing address is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, (the "CITY"), and INFRACONSULT LLC, a Delaware limited liability company, whose offices and mailing address is Seven Waterfront Plaza, 500 Ala Moana Boulevard, Suite 400, Honolulu, Hawaii 96813, (the "CONSULTANT").

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to provide project management support services for the Preliminary Engineering/Environmental Impact Statement for the Honolulu High-Capacity Transit Corridor Project, (the "PROJECT"); and

WHEREAS, the services entered hereunder are technical and professional in nature and City personnel are not able to provide these services; and

WHEREAS, the CONSULTANT was selected pursuant to Section 103D-303 of the Hawaii Revised Statutes as amended and related Hawaii Administrative Rules, relating to competitive sealed proposals;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the foregoing and of the mutual promises hereinafter set forth, and intending to be legally bound, hereby mutually agree as follows:

1. The CONSULTANT shall perform and complete in a professional manner all of the services required for the PROJECT in accordance with and set forth in the Contract Documents as hereinafter described, shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the PROJECT and work contemplated under the Contract Documents (the "Work"), and the CONSULTANT shall receive and accept as full compensation for all of the Work the price for the various items of the Work as hereinafter set forth.

2. The CONSULTANT shall complete the technical and professional services and perform the Work in accordance with:

- a. This Agreement;
- b. The Special Provisions and any attachments and exhibits thereto;
- c. The General Terms and Conditions for Contracts for Goods and Services for the City and County of Honolulu, dated 01/09/07;
- d. Exhibit A, the CONSULTANT's proposal dated February 23, 2007; and
- e. Exhibit B, RFP No. 15016, Project Management Support Services for the Honolulu High-Capacity Transit Corridor Project,

all of which are collectively referred to as the Contract Documents, are attached hereto and incorporated herein, and are listed in order of controlling preference should there be any conflict in the terms of the Contract Documents, and any modification, changes or amendments in connection therewith being specifically referred to and incorporated herein by reference and made a part hereof as though fully set forth herein.

3. The CONSULTANT shall complete the Work required under the Contract Documents as provided for in the Special Provisions and Exhibit A of the CONSULTANT's proposal dated February 23, 2007 attached hereto.

4. This is a cost-reimbursement contract, and subject to the provisions of this paragraph and in accordance with Section 22 of the General Terms and Conditions, the total aggregate amount of ELEVEN MILLION FIVE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED THIRTEEN DOLLARS (\$11,524,513) is established as the maximum payable under this Agreement and is subject to the Special Provisions and the General Terms and Conditions, including the provisions thereof relating to reducing or increasing the compensation of the CONSULTANT.

The CITY agrees to pay the CONSULTANT, for the satisfactory performance and completion of the Basic Services, in accordance with invoices received, and further as set forth in the Special Provisions attached hereto. The aggregate amount of such payments for Basic Services shall not exceed TEN MILLION ONE HUNDRED ONE THOUSAND TWO HUNDRED SIXTY-THREE DOLLARS (\$10,101,263) for the CONSULTANT's staff services and related services of subconsultants, inclusive of State general excise and use tax. Payments of labor-related services performed by CONSULTANT's employees and subconsultants under this Agreement shall include salary, overhead, general and administrative expense and other direct costs and fixed fees, and shall be invoiced to the CITY in accordance with the hourly professional services rates as set forth in the CONSULTANT's proposal attached hereto, Exhibits 5B-1 and 5B-2.

The CITY agrees to establish an Allowance for Reimbursable Expenses of FOUR HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$423,250), which amount shall not be exceeded without a Contract amendment. This reimbursable allowance is provided for items such as project-related business travel, hotel and per diem charges, car rental and mileage, computer-related hardware, software and external internet service, temporary office rent and such other expenses as incurred in the performance of the Work. Reimbursement to the CONSULTANT shall be made upon submission of an Expense Reimbursement Invoice, which shall include copies of pertinent vendor bills or invoices. Any funds remaining in this account at the conclusion of this Agreement shall revert back to the CITY.

The CITY agrees to establish an Allowance for Extra Work of ONE MILLION DOLLARS (\$1,000,000), which amount shall not be exceeded without a Contract amendment. Extra Work requested by the CITY within this ONE MILLION DOLLARS (\$1,000,000) allowance shall be set forth in writing through execution of a Contract amendment. Each such amendment shall include a description of the additional services to be provided and the estimated price of such services. Any funds remaining at the end of this Agreement shall revert back to the CITY.

5. By signing below, the CONSULTANT hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in Section 3-122-122, HAR, and submitted pursuant to Section 3-122-125, HAR, either actually or by specific identification in writing to the officer-in-charge in support of this Agreement, is accurate, complete, and current as of the date of this Agreement. This certification includes the cost or pricing data supporting any advance agreement(s) between the CONSULTANT and the CITY which are a part of the proposal.

From BFS - 74  
(Mar. 1996)

## Certificate

The attached contract for consultant services to provide project management support services for the Preliminary Engineering/Environmental Impact Statement for the Honolulu High-Capacity Transit Corridor Project

(\$11,524,513.00)

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds are available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO. F65107

FUND Transit Fund (690)

ACCOUNT NO. 690/7802-07-07005D (4063)

HONOLULU, HAWAII

APR 20 2007

  
for Director of Budget & Fiscal Services

6. When notice is to be given to the CITY, it shall be mailed or delivered to:

City and County of Honolulu  
Department of Transportation Services  
650 South King Street, 3<sup>rd</sup> Floor  
Honolulu, Hawaii 96813

Attention: Director

7. When notice is to be given to the CONSULTANT, it shall be mailed or delivered to:

InfraConsult LLC  
Seven Waterfront Plaza  
500 Ala Moana Boulevard, Suite 400  
Honolulu, Hawaii 96813

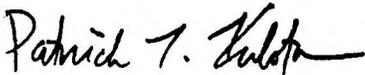
Attention: Mr. Michael I. Schneider, Managing Partner

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement by their duly authorized officers or agents on the day and year first above written.

APPROVED AS TO CONTENT:  
Department of Transportation Services

  
By: Its Director

CITY AND COUNTY OF HONOLULU

  
By: Director of Budget and Fiscal  
for Services

APPROVED AS TO FORM AND  
LEGALITY:

**REID M. YAMASHIRO**  
Deputy Corporation Counsel

CONSULTANT  
**InfraConsult LLC**

By:   
Its **MICHAEL I. SCHNEIDER**  
Federal I.D. No. **223 938 178**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On 4/6/07 before me, M. Jane Peralta, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael J. Schneider  
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

M. Jane Peralta  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Agreement for Professional Services

Document Date: April 6, 2007 Number of Pages: 4

Signer(s) Other Than Named Above: - N/A -

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael J. Schneider

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator

Other: Managing Partner

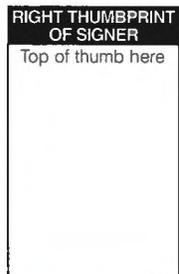
Signer Is Representing: Infra Consult, LLC



Signer's Name: - N/A -

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**SPECIAL PROVISIONS TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Special Provisions to the Agreement for Professional Services ("this Special Provisions") shall be incorporated into and be a part of that certain Agreement for Professional Services, by and between the CITY AND COUNTY OF HONOLULU, ("the CITY"), and INFRACONSULT LLC, "the CONSULTANT", dated APR 20 2007, 2007 ("the Agreement"). This Special Provisions and the General Terms and Conditions for Goods and Services for the City and County of Honolulu shall apply to, and are incorporated by reference into the Agreement, except as modified by reference herein. All defined terms in the Agreement shall have the same meaning in this Special Provisions.

1.0 Payment

- 1.1. The CONSULTANT shall submit invoices to the CITY on a monthly basis for services rendered under the Contract in a format approved by the CITY.
- a. The invoices shall be substantiated with timesheets and approved travel and mileage reimbursement forms for CONSULTANT employees, and invoices from CONSULTANT sub-consultants and vendors.
  - b. The monthly invoice shall be accompanied by:
    - i. A progress report describing the work accomplished during the invoice period;
    - ii. A critical path schedule for PE/EIS activities to be determined by the CITY; and
    - iii. A work plan for the following month, including work needed to address the critical path activities.
- 1.2 An allowance for extra work for ONE MILLION DOLLARS (\$1,000,000) is established for additional work, including additional staffing needed to satisfy the requirements of an FTA-approved Project Management Plan, and shall not be exceeded without a Contract amendment. Any funds remaining at the end of the Contract shall revert back to the CITY.

1.3 An allowance for reimbursable expenses shall not be exceeded without a Contract amendment; and that any funds remaining at the end of the Contract shall revert back to the CITY. The allowance for reimbursable expenses shall be the same amount as the "Total Allowance For Reimbursable Expenses" in Exhibit 5A, Cost Proposal Summary Form.

a. Compensation for travel cost as a reimbursable expense shall be made as follows:

- i. Airfare for travel approved by the CITY shall be for coach class seating.
- ii. The per diem allowance for out-of-state travel approved by the CITY shall be set at the per diem allowance rate and terms under the collective bargaining agreement for CITY Unit 13 Professional and Scientific Employees, which is currently one hundred thirty dollars \$130.00 per twenty-four hour day. The \$130.00 allowance amount includes an \$85.00 allowance for commercial lodging. Reimbursement for excess lodging costs is allowable if such excess amounts are identified in the travel request approved by the CITY.

b. Mileage reimbursement for CONSULTANT personnel using their private vehicles to attend public meetings shall be reimbursed at the rate of forty-eight and one-half cents (\$0.485) for each mile traveled for business purposes.

## 2.0 Equipment

Computer-related hardware and software purchased under the Contract shall revert back to the CITY at the end of the Contract.

## 3.0 Insurance

3.1 The CONSULTANT shall procure or cause to be procured and maintain (as provided herein), at no cost to the CITY, during the life of the Contract and any extensions thereof, all insurance to cover the operations under the Contract, that

may be required under the laws, ordinances or regulations of any governmental authority, including but not limited to the coverages below. The CONSULTANT shall either include all tiers of subcontractors, if any, under the policies required under subparagraphs 3.1.b through 3.1.d, to the extent permitted by law, or shall require all subcontractors to maintain coverages described in subparagraphs 3.1.a through 3.1.d.

- a. Workers Compensation and Employers Liability Insurance. The CONSULTANT shall maintain workers compensation and employers liability insurance. Workers compensation coverage shall be in accordance with State statutes. Employers liability coverage shall provide limits of not less than \$100,000 each accident for bodily injury by accident or \$100,000 each employee, \$100,000 aggregate, for bodily injury by disease.
- b. Commercial General and Umbrella Liability Insurance. The CONSULTANT shall maintain commercial general liability (CGL) and if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, and general aggregate. CGL insurance shall be written on ISO occurrence form, CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The CITY shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 (or equivalent), and under the commercial umbrella, if any. The policy(ies) shall contain a waiver of subrogation in favor of the CITY.
- c. Business Automobile and Umbrella Liability Insurance. The CONSULTANT shall maintain business auto liability (including no-fault coverage) and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000

each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used by the contractor in the performance of this contract. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- d. Professional Liability Insurance. The CONSULTANT shall maintain professional liability insurance with limits of not less than \$1,000,000 per claim/annual aggregate, covering the contractor, the contractor's employees or agents for liability arising out of errors, omissions, or negligence in the performance of professional services under the Contract.

3.2 The insurance specified above shall:

- a. Provide that such insurance is primary coverage with respect to all insureds for claims arising from the CONSULTANT's negligent acts and/or omissions or misconduct; and that any insurance (or self-insurance) carried by the CITY shall be excess and non-contributing;
- b. Contain a standard Cross Liability endorsement providing that the insurance applies separately to each insured, applicable to policies specified in 3.1.b and 3.1.c above;
- c. Not be terminated, canceled, not renewed or substantially changed without THIRTY (30) DAYS prior written notice to the CITY, except for non-payment of premium;
- d. Except for Professional Liability insurance required in 3.1.d above, be written on an "Occurrence" form of policy, unless otherwise specifically approved by the CITY.

- e. Be provided by insurers authorized to do business in the State of Hawaii, and with a current Best's rating of not less than A-, or otherwise as approved by the CITY.

3.3 Certificate of insurance. The CONSULTANT shall provide and thereafter maintain current and renewal certificates of insurance, prepared by a duly authorized agent, or if requested, copies of the policies, evidencing the insurance in effect at all times during the term of the Contract as required herein to the CITY. Certificates shall clearly identify the project by name and/or contract number, show the Certificate Holder as the City and County of Honolulu, and be delivered to the Director of Budget and Fiscal Services, 530 South King Street, Honolulu, Hawaii 96813.

GENERAL TERMS AND CONDITIONS  
FOR GOODS AND SERVICES  
FOR THE CITY AND COUNTY OF HONOLULU

1. DEFINITIONS. Whenever used herein:
- a. "CITY" means the City and County of Honolulu.
  - b. "CHANGE ORDER" means a written order signed by the Contracting Officer of the City directing the Contractor to make changes to the contract, without the consent of the Contractor.
  - c. "CHIEF PROCUREMENT OFFICER" means the Director of Budget and Fiscal Services of the City.
  - d. "CONTRACT" means the written agreement covering the specifications, scope of work, performance of the services or providing the goods required. The contract also includes the special provisions, and the general terms and conditions, any modifications of the contract in writing and written orders of the Director and Officer-in-Charge. It also includes any terms implied by law.
  - e. "CONTRACT MODIFICATION" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
  - f. "CONTRACTOR" means the person, as defined in Section 103-41, Hawaii Revised Statutes, duly entering into the contract with the City in connection with these General Terms and Conditions.
  - g. "DAYS" means calendar days unless otherwise specified.
  - h. "DIRECTOR" means the Director of Budget and Fiscal Services of the City, who has been duly authorized to act as the Contracting Officer of the City.
  - i. "HAR" refers to Hawaii Administrative Rules of the Procurement Policy Board of the State of Hawaii. Copies of the HAR are available for examination at the Purchasing Division and are available for purchase at the State of Hawaii, Department of Accounting and General Services.
  - j. "OFFICER IN CHARGE" means the Director(s) of the Department of the City requesting or ordering the goods or services specified under this contract.

- k. "OFFICIAL COMMENCEMENT DATE" means the commencement date for work or delivery designated in the written "Notice to Proceed" issued by the Officer in Charge, or the Director, after execution of the contract by the City. The term "OFFICIAL COMMENCEMENT DATE" applies to definite quantity goods or services contracts only, unless otherwise specified in the Special Provisions.
- l. "PURCHASING DIVISION" means the Division of Purchasing, Department of Budget and Fiscal Services of the City.
- m. "SOLICITATION" means an invitation for bids ("IFB"), used in the competitive sealed bidding process for the purpose of obtaining bids to perform a contract.
- n. "STATE" means State of Hawaii, unless otherwise specified.
- o. "WORK" means the furnishing by the Contractor of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

2. **GENERAL TERMS AND CONDITIONS INTENDED TO COVER.** These General Terms and Conditions are intended to cover the furnishing and paying for goods and services called for, including delivery to the places designated, unless otherwise specified by any proposals, special provisions, requirements, specifications or plans referenced or attached hereto.

3. **SPECIAL PROVISIONS, REQUIREMENTS OR SPECIFICATIONS.** Whenever separate proposals, special provisions, requirements, specifications or plans are referenced or attached hereto, they shall be considered a part of the contract as if contained herein. Should any of the proposals, special provisions, requirements, specifications or plans conflict with these General Terms and Conditions, said proposals, special provisions, requirements, specifications or plans shall govern.

4. **CONSTRUCTION OF CONTRACT.** The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural, whenever required in the context of the contract.

5. **INTERPRETATION OF BID PROPOSAL, SPECIAL PROVISIONS, REQUIREMENTS, PLANS, SPECIFICATIONS, AND GENERAL TERMS AND CONDITIONS.** In case of any doubt as to the meaning of any proposal, special provisions, requirements, specifications, plans, and general terms and conditions, the interpretation by the Director shall control. All directions and explanations required or necessary to complete the contract shall be formulated by the Director or an authorized representative.

6. **EXECUTION OF CONTRACT.** This contract shall not be considered binding upon the City until the contract has been fully and properly executed by all the parties thereto.

7. **DELIVERY.** This clause shall apply to definite quantity goods or services contracts only. The number of calendar days for delivery of goods or completion of contract will be calculated from the official commencement date.

After the contract is signed by the Director, the Officer in Charge or the Director will issue to the Contractor a written "Notice to Proceed" establishing the official commencement date.

Should the Contractor begin work or make delivery in advance of the official commencement date, such work or delivery shall be considered as having been done at the bidder's own risk and expense as a volunteer and no payment will be owed to the Contractor for such advance work or delivery.

The service, material or goods shall be performed, completed or delivered on or before the due date specified by the City in its "Notice to Proceed." Should job completion or delivery of goods or services be delayed on account of any act or omission on the part of the City, extraordinary weather, fire, other extraordinary reasons for which the Contractor is not responsible, or by any other circumstances for which the Contractor has not control, the due date for such performance may be extended by the Director. The Director shall be the final judge for extending the due date of any contract, provided that written application for an extension of time is filed by the Contractor with the Director before the expiration of the due date or before the expiration of any extended time limit. The request for extension shall be in writing and include documents such as Contractor's Purchase Order, manufacturers' acknowledgment, shipping manifest and any other documents substantiating the causes of such delay. Such extension, if granted, shall not be deemed a waiver of the right to terminate the contract for other or additional delays not covered by the specific terms of such extensions(s).

The Contractor shall deliver the materials or goods and furnish the services at such particular location designated and in the manner directed by the Director.

**8. CONTRACT ADMINISTRATION.** It is expressly understood and agreed that the Contractor is an independent Contractor, with the authority to control and direct the performance and details of the work and services herein contemplated; however, the City retains the general right of inspection by a designated representative in order to judge, whether in the City's opinion, such work is being performed by the Contractor in accordance with the terms of this agreement.

**9. COMPLIANCE WITH CONTRACT TERMS, ETC.** The work shall be completed in conformity with the specifications and each and every requirement of the general terms and conditions and other provisions forming a part of the contract. In the event the Contractor fails to so perform, the chief procurement officer, in addition to any other recourse, reserves the right to suspend the Contractor from bidding on any or all contracts of the City, State of Hawaii, or other counties of the State, pursuant to Chapter 3-126, HAR.

**10. TAXES.** Unless otherwise specified in the Special Provisions or other section of the solicitation document or contract, the bidder or Contractor shall include and be responsible for paying all taxes which shall be applicable to the goods or services or the furnishing or sale thereof.

11. **CHANGE ORDERS AND MODIFICATIONS.** The Contractor will not undertake to perform any portion of the contract work affected by changes until authorized by the Director or an authorized representative in writing or until a change order or modification has been approved and issued.

12. **STANDARD EQUIPMENT.** Whenever the word "standard" is used in these specifications to describe any item, piece of equipment, or parts assembly, it shall be construed to mean that the items or assemblies so described shall be the newest, regular, and current product of the manufacturer thereof. Such product shall be identified by a model or other designation without modification or omission of any of its usual parts, or the substitution of others, except as hereinafter specified, and the details, capacities and ratings must conform in every respect to the said manufacturer's catalog or other printed matter describing the items or assemblies. Standard sub-assemblies, accessories, fittings and finishes shall be construed to be those which are regularly furnished as a part of the principal unit or assembly and shall be included in the selling price thereof.

13. **QUALITY OF GOODS.** Unless otherwise specified, any goods required by the bid solicitation or contract shall be new and the best quality of its kind, and shall be goods of recognized manufacturers, unless otherwise specified in the Special Provisions, Specifications, or other section of the contract.

14. **INSURANCE REQUIREMENTS.** Whenever insurance coverages are required of the Contractor under this contract, the Contractor shall keep in force the insurance policy(s) for the duration of the contract period, unless otherwise specified. Failure to comply shall be regarded as material default under this contract, entitling the City to exercise any or all of the remedies provided in this contract for a default of the Contractor.

15. **INDEMNITY.** The Contractor shall indemnify, hold harmless and defend the City and its officers, employees, agents, and representatives from all suits, actions, claims, damages, and judgments of any character that may be brought against the City by whomsoever, on account of any injuries or damages sustained by any person and property, due to the negligent acts or omissions by the Contractor, or any of its officers, employees, subcontractors, assignees, or representatives, in the performance of the contract. In the event the City and the Contractor are found to be joint tortfeasors with respect to any such injuries or damages, the Contractor's obligations to indemnify the City under this section shall extend only to the Contractor's pro rata share of negligence as determined in accordance with Section 663-12, Hawaii Revised Statutes as amended.

16. **PATENTED ARTICLE.** The Contractor shall hold the City and all its officers, agents, servants and employees harmless against all claims arising from the use of any patented article, patented process, or patented appliance used in connection with the contract. Any royalties due or becoming due for the use of any patented article or process shall be paid by the Contractor and considered to be originally included within the proposal and contract price.

17. CHANGE ORDERS.

- a. Change order. By written order, at any time, and without notice to any surety, the Director may, unilaterally, order of the Contractor: 1) Changes in the work within the general scope of the contract; and 2) Changes in the time of performance of the contract that do not alter the scope of the contract work.
- b. Adjustments of price or performance time. If any change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this section shall be determined, where applicable, in accordance with the Price Adjustment clause of the General Terms and Conditions or as negotiated. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed, provided that the Director or an authorized City representative promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as the City deems reasonable. The right of the Contractor to dispute the contract price or time or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established by the contract or these terms.
- c. Time period for claim. Within ten (10) days after receipt of a written change order unless the period is extended by the Director or an authorized City representative in writing, the Contractor shall respond with a claim for an adjustment. The requirement for a timely written response shall not be waived and shall be a condition precedent to the assertion of a claim.
- d. Claim barred after final payment. No claim by the Contractor for an adjustment hereunder shall be allowed if written response is not given prior to final payment under this contract.
- e. Claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim under the contract or for breach of contract.

18. MODIFICATIONS TO CONTRACT.

- a. Contract modification. By a written order, at any time, and without notice to any surety, the Director or an authorized representative, subject to mutual agreement of the parties to the contract and subject to all appropriate adjustments, may make modifications within the general scope of this contract to include any one or more of the following:
  1. Drawings, designs, or specifications, for the goods to be furnished;
  2. Method of shipment or packing;
    - a. Place of delivery;
    - b. Description of services to be performed;
    - c. Time of performance (i.e., hours of the day, days of the week, etc.);
    - d. Place of performance of the services; or
    - e. Other provisions of the contract accomplished by mutual action of the parties to the contract.
- b. Adjustments of price or time for performance. If any modification increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract or as negotiated.
- c. Claim barred after final payment. No claim by the Contractor for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this contract.
- d. Claims not barred. In the absence of a contract modification, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim under the contract or for a breach of contract.

19. PROMPT PAYMENT BY CONTRACTORS TO SUBCONTRACTORS.

- a. Prompt payment. Any money, other than retainage, paid to a Contractor shall be dispersed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- b. Upon final payment to the Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

20. **STOP WORK ORDERS.**

- a. Order to stop work. The Director, may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this paragraph. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either: (1) Cancel the stop work order; or (2) Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.
- b. Cancellation or expiration of the order. If a stop work order issued under this section is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if: (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

21. **PRICE ADJUSTMENT.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- a. Price adjustment.

By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

By unit prices specified in the contract or subsequently agreed upon;

By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

In such other manner as the parties may mutually agree; or

In the absence of agreement between the parties, by a unilateral determination by the Director of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director in accordance with generally accepted accounting principles and applicable sections of Chapters 3-123 and 3-126, Hawaii Administrative Rules (HAR).

- b. Submission of cost or pricing data. The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Chapter 3-122, Subchapter 15, HAR.

22. **PAYMENTS.** Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the ordering agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Further, in the event that the Contractor is providing equipment under the contract or Purchase Order, the Contractor must also provide the following information with the submittal of its invoices: equipment make, model, serial number, and the specific equipment delivery or installation location, including delivery address and building facility room number, if such information is made available to the Contractor. Various equipment that make up a system shall be listed individually. Providing the aforementioned equipment information is required before payment is made to the Contractor. Attached is a SAMPLE OF EQUIPMENT LISTING showing how a Contractor shall provide the equipment information required. Payments will be computed in accordance with any applicable unit prices bid.

Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.

Unless otherwise specified, partial payment(s) for any item or portion of any item under the contract may be permitted. Said partial payment(s) may be authorized by the Officer in Charge or an authorized representative, provided that delivery and acceptance of the item is made before the contract delivery date and upon submittal of proper invoices and substantiating documents by the Contractor. Said authorization by the Officer in Charge or an authorized representative shall be by endorsement on the submitted invoice; no other action will be required to effect the partial payment(s).

Also, in accordance with Sections 103-53 and 103D, HRS as amended, final payment under any contract of \$50,000 or more shall be withheld until the Contractor secures and the City receives tax clearances from the Director of Taxation of the State of Hawaii and the Internal Revenue Service to the effect that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued, under Title 14 that are administered by the Department of Taxation of the State of Hawaii and under the Internal Revenue Code against the Contractor have been paid. The tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to a tax clearance certificate an original "Certification of Compliance for Final Payment (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu. These requirements do not apply to contracts less than \$50,000, or any small purchase contract; nor do they apply to price or vendor list purchases.

**23. VARIATION IN QUANTITY FOR DEFINITE QUANTITY CONTRACT.** This clause shall apply to definite quantity goods or services contracts only. Upon the agreement of the parties, the quantity of goods or services or both specified in the contract may be increased by a maximum of twenty percent (20%) provided: the unit prices will remain the same except for any price adjustments otherwise applicable; and the Director or an authorized representative makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

**24. SUBLETTING.** The Contractor shall not sublet any of the work to be performed without written permission from the Director. The subcontracting shall not, under any circumstances, relieve the Contractor of the Contractor's obligation and liability under the contract with the City. All persons engaged in performing the work covered by the contract shall be considered as agents of the Contractor, and shall be subject to the provisions thereof.

**25. ASSIGNMENT OF MONEY DUE OR PAYABLE.** No assignment of money due or to become due to a Contractor on any City contract shall be made without prior written consent of the Director. Such consent shall be given and such an assignment shall be accepted only if the assignment meets the following requirements:

- a. The assignment must be money due or to become due on a formal contract. A formal contract is a contract in writing which has been approved as to form and legality by the Corporation Counsel, and certified as to availability of funds by the Director of Budget and Fiscal Services. A formal contract does not include a Purchase Order or letter contract.
- b. The assignment must be the entire amount due or to become due on the contract and the amount due or to become due must be not less than one thousand dollars (\$1,000).

26. **CONTRACT NOT BINDING UNLESS FUNDS AVAILABLE.** No contract awarded shall be binding or of any force and effect unless the Director has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the Director shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract; provided further that this section shall not apply to any contract in which the total amount payable to the Contractor cannot be accurately estimated at the time the contract is to be awarded.

In any contract involving not only City funds but supplemental funds from the federal government, this section shall be applicable only to that portion of the contract price as is payable out of City funds. As to the portion of the contract price as is expressed in the contract to be payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the Contractor, only out of federal funds to be received from the federal government. This paragraph shall be liberally construed so as not to hinder or impede the City in contracting for any project involving financial aid from the federal government.

27. **NOVATION OR CHANGE OF NAME.**

- a. No assignment of contract. No City contract is transferable, or otherwise assignable, without the written consent of the Director provided, that a Contractor may assign monies receivable under a contract after due notice to the City, subject to the assignment of money due or payable clause specified under this contract.
- b. Recognition of a successor in interest; assignment. When in the best interest of the City, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that: the transferee assumes all of the transferor's obligations; the transferor remains liable for all obligations under the contract but waives all rights under the contract as against the City; and unless the transferor guarantees performance of the contract by the transferee, the transferee shall furnish all required bonds.
- c. Change of name. When a Contractor requests to change the name in which it holds a contract with the City, the Director shall, upon receipt of a document indicating such change of name (for example an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting Contractor to effect such a change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of the contract are thereby changed.
- d. Reports. All change of name or novation agreements effected hereunder shall be reported to the Director within thirty (30) days of the date that the agreement becomes effective.

- e. Actions affecting more than one purchasing agency. Notwithstanding the provisions of paragraphs a through c, when a Contractor holds contracts with more than one purchasing agency of the City, the novation or change of name agreements herein authorized shall be processed only through the Office of the Director.

**28. CLAIMS BASED ON CITY'S ACTIONS OR OMISSIONS.**

- a. Notice of Claim. If any action or omission on the part of the Director or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

The Contractor shall have given written notice to the Director or designee of such officer: (a) Prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission; or (b) Within thirty (30) days after the Contractor knows of such action or omission if the Contractor did not have such knowledge prior to the commencement of the work; or (c) Within such further time as may be allowed by the Director in writing.

This notice shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional compensation, damages, or an extension of time. The Director or designee of such officer, upon receipt of such notice may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Director or designee of such officer;

The notice required by subparagraph (1) describes as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

The Contractor maintains and, upon request, makes available to the Director within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

- b. Limitation of clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any City officers and any Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

- c. Adjustments of price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of the contract.

29. **TERMINATION FOR DEFAULT.**

- a. Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the Contractor in writing of the delay or non-performance, and if not cured in ten (10) days or any longer time specified in writing by the Director, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or other breach of contract.

Should the Contractor commit the same or similar substantial breaches of the contract on multiple occasions, the first correction, if any, by the Contractor of such breaches may be considered to be only a temporary correction, and not a cure. In such event the contract may be terminated.

In the event of termination in whole or in part, the Director may procure similar goods or services in a manner and upon terms deemed appropriate by the Director. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c. Compensation. Payment for completed goods delivered and accepted by the City shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the Contractor's rights under Chapter 3-126, HAR. The City may withhold from amounts due the Contractor such sums as the Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

- d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the Contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes, including but not limited to the following: acts of God; acts of the public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if the failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Director shall ascertain the facts and extent of the failure, and, if the officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled in fixed-price contracts, "Termination for Convenience" and in cost-reimbursement contract, "Termination". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

- e. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### 30. **TERMINATION FOR CONVENIENCE.**

- a. Termination for convenience. When the interests of the City so require, the Director may terminate this contract, in whole or in part, for the convenience of the City. The Director shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

- b. Contractor's obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the City's approval. The Director may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- c. Right to goods. The Director may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed by the Director: any completed goods; and the partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, hereinafter called "manufacturing material," as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The Contractor shall, upon direction of the Director, protect and preserve property in the possession of the Contractor in which the City has an interest. If the Director does not exercise this right, the Contractor shall use the Contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the City has breached the contract by exercise of the termination for convenience clause.

d. Compensation:

- (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by Chapter 3-122, Subchapter 15, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with Subparagraph (3) below.
- (2) The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by Chapter 3-122, Subchapter 15, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the City, the proceeds of any sales of goods and manufacturing materials under Paragraph c. of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (2), the Director shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this subparagraph for the following:

- (a) Contract prices for goods or services accepted under the contract;
- (b) Costs incurred in preparing to perform and performing the terminated portion of the work plus a five percent (5%) markup on actual direct costs on such portion of the work, such markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that, if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (c) Subject to the prior approval of the procurement office, the costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph b. of this clause. Subcontractors shall be entitled to a markup of no more than ten percent (10%) on direct costs incurred to the date of termination. These costs must not include costs paid in accordance with Subparagraph (3)(b).
- (d) The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (2), and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraphs (2) and (3) shall be in accordance with Chapter 3-123, HAR.

### 31. DISPUTES.

- a. All controversies between the City and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Director, in writing, within one hundred twenty (120) calendar days after a written request by the Contractor for a final decision concerning the controversy; provided that, if the Director does not issue a written decision, within one hundred twenty (120) calendar days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

- b. The Director shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- c. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Circuit Court of the State of Hawaii within the six (6) months from the date of receipt of the decision.
- d. The Contractor shall comply with any decision of the Director and proceed diligently with performance of this contract pending final resolution by the circuit court of the State of Hawaii of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the City; provided that, in any event the Contractor shall proceed diligently with the performance of the contract where the Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

32. **STATUTORY OR ORDINANCE REQUIREMENTS.** The applicable provisions of Chapter 103, 103D Hawaii Revised Statutes, as amended, Title 3, Department of Accounting and General Services of the State of Hawaii Administrative Rules (HAR), and the City Charter and the City Ordinances shall be deemed to be a part of the contract as though fully set forth therein.

The Contractor shall at all times observe, perform, and comply with all federal, state and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the work, the manufacture and sale of materials and equipment required under the contract, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Officer in Charge in writing.

33. **REMEDIES.** Any dispute arising under or out of this contract is subject to Chapter 3-126, HAR.

34. **INTEREST.** Interest on amounts ultimately determined to be due to a Contractor or the City shall be payable at the statutory rate applicable to judgments against the City under Chapter 662, HRS, from the date the claim arose through the date of decision or judgment, whichever is later.

35. **SEXUAL HARASSMENT POLICY FOR EMPLOYER HAVING A CONTRACT WITH THE CITY.** All City Contractors must comply with City Ordinance 93-84 on sexual harassment. All Contractors shall have and enforce a policy prohibiting sexual harassment. The Contractor's sexual harassment policy must set forth the same or greater protection than those contained or required by the ordinance. The ordinance is applicable to the employer's business and includes the following:

- a. Prohibitions against an officer's or employee's sexual harassment of the following:
  - (1) Another officer or employee of the employer;
  - (2) An individual under consideration for employment with the employer; or
  - (3) An individual doing business with the employer;
- b. A provision prohibiting a management or supervisory officer or employee from knowingly permitting a subordinate officer or employee to engage in the sexual harassment prohibited under Subdivision a;
- c. A prohibition against retaliation towards an officer, employee, or individual who has complained of sexual harassment, conducted an investigation of a complaint, or acted as a witness during an investigation of a complaint;
- d. A prohibition against a malicious false complaint of sexual harassment by an officer, employee, or individual;
- e. Provisions allowing an officer, employee, or individual to make a sexual harassment complaint to an appropriate management, supervisory, or personnel officer or employee;
- f. Procedures for investigating a sexual harassment complaint in an unbiased, fair, and discreet manner with appropriate safeguards to maintain confidentiality and protection from embarrassment;
- g. A provision requiring the use of the "reasonable person of the same gender standard," to determine if sexual harassment has occurred. Under the standard, sexual harassment shall be deemed to have occurred if the alleged offender's conduct would be considered sexual harassment from the perspective of a reasonable person of the same gender as the alleged victim. If the alleged victim is a woman, the "reasonable person of the same gender standard" shall be equivalent to and may be called the "reasonable woman standard;"
- h. Disciplinary actions which may be imposed on an officer or employee who committed a prohibited act; and

- i. For an employer with at least five (5) employees, a provision requiring the annual viewing of a video on the sexual harassment policy by each management or supervisory officer or employee.

The policy required under this section shall be in effect for at least the duration of the employer's contract with the City.

The action of the bidder or proposer in submitting its bid, proposal or signing of the contract shall constitute its pledge and acceptance of the provisions for the sexual harassment policy as required by City Ordinance 93-84.

City Ordinance 93-84 is on file and available for viewing in the Purchasing Division. Bidders or Contractors needing a copy must pick up the copy from the Office of the City Clerk, Room 203, City Hall, 530 S. King Street, Honolulu.



## SAMPLE OF EQUIPMENT LISTING

The following is a sample of the detailed list of equipment that is required by Section 22, Payments, of the General Terms and Conditions herein. To request an electronic copy of this Word software table: Contact the Property Management & Disposal Section, Purchasing Division, BFS, 808-523-4781.

### DETAILED LIST OF EQUIPMENT

Date \_\_\_\_\_ Contract No. \_\_\_\_\_ Purchase Order No. \_\_\_\_\_ Invoice No. \_\_\_\_\_

City Department \_\_\_\_\_ City Department Requisitioner (if known) \_\_\_\_\_

Proposal No. \_\_\_\_\_

City Requisitioner \_\_\_\_\_ Contractor Name \_\_\_\_\_

Phone No. (if known) \_\_\_\_\_

Project \_\_\_\_\_

Description \_\_\_\_\_

DESCRIPTION	MAKE	MODEL NUMBER	SERIAL NUMBER	QTY	UNIT PRICE	TOTAL PRICE	SPECIFIC LOCATION (i.e. Room No.)
1 Portable lift	American Equipment Company	ABC123	12345678901 67890123456 98765432101	3	40,000.00	120,000.00	Mechanic Shop Room 3
2 Hand Truck 55 gallon	International Sales Inc	DEF45678	2345678912	1	4,000.00	4,000.00	Tire Shop, Work Station A
3 CPU 5.0 GHZ Pent6 700MB SDRAM 60GB HD with keyboard, mouse	The Computer Place	GHI876	C0001234 C0001235	2	900.00	1,800.00	Administration Room 5
4 Monitor Flat Panel 21"	The Computer Place	JKL543	M0001236 M0001237	2	500.00	1,000.00	Administration Room 5
			<b>TOTAL</b>	<b>8</b>		<b>126,800.00</b>	

I certify that the following information is correct. Page \_\_\_\_\_ of \_\_\_\_\_

Contractor or Representative \_\_\_\_\_ Signature \_\_\_\_\_  
 Print name \_\_\_\_\_ Phone \_\_\_\_\_

# **EXHIBIT A**

February 23, 2007

*proposal for*

# PROJECT MANAGEMENT SUPPORT SERVICES

*for the*

**HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

Proposal No. 15016

*submitted to*

**CITY AND COUNTY OF HONOLULU**



*submitted by*





InfraConsult LLC  
Seven Waterfront Plaza  
500 Ala Moana Boulevard  
Suite 400  
Honolulu, HI 96813

Phone: 808.543.2082  
Fax: 808.543.2010

February 23, 2007

Division of Purchasing  
Department of Budget and Fiscal Services  
City and County of Honolulu  
530 South King Street, Room 115  
Honolulu, Hawaii 96813

**Project Management Support Services: Honolulu High-Capacity Transit Corridor Project RFP No. 15016**

Ladies and Gentlemen:

InfraConsult LLC is pleased to submit this proposal to the City and County of Honolulu to provide management support services for the High-Capacity Transit Corridor Project.

A management services contract, perhaps more than any other type of professional services engagement, requires the dedication and personal commitment of a number of special people, collectively possessing a variety of knowledge, skills, and project experience. These professionals support and complement the City and County staff, working as part of an integrated Owner's Team directly with counterparts from the public sector. A successful project management team for the Honolulu High-Capacity Transit Project will thus include a blend of public and private sector staff, together managing the project and overseeing the work of planning, environmental, engineering, and construction contractors.

In this Proposal, InfraConsult is pleased to present to the City/County of Honolulu our team, who will be part of your team. InfraConsult has assembled a diversified group of professionals who have committed to work in Honolulu, relocating to Hawaii and thereby continually accessible to meet the requirements of the High-Capacity Transit Corridor Project.

The InfraConsult advantage to the City is simple: **This project will be InfraConsult's principal priority.** The people from our firm, and others from throughout the transit industry who have committed to be part of our Honolulu PMSC team, are among the best and most experienced in their respective fields. Many of us have worked on various transit development programs over the decades in Hawaii, and we acknowledge and applaud the success of the current Administration to move from studies to implementation. We can say, without equivocation, that the Honolulu High-Capacity Transit Corridor Project is InfraConsult's most important single undertaking. Personally, as well as professionally, the success of this endeavor is important to us.

Furthermore, we recognize that the PMSC role is not a typical engineering undertaking. Thus, it is less suited to a traditional engineering organization, where common practice is often to assign key people to projects that represent their highest and best use for the firm. In contrast, **InfraConsult's highest and best use is to support the City and County of Honolulu in bringing a transit system to reality.** Moreover, we consider it equally important to work closely with the City and its project management team to assure that as the project matures, a number of positions supplied initially through the PMSC contract will be filled incrementally by staff directly employed by the City.

The primary criteria for selection of the Project Management Services Consultant are (1) the qualifications, experience, availability, and commitment of the key PMSC staff; (2) the range of services that PMSC staff will provide to the City; and (3) the plan for managing interaction between the City, the PMSC, and the engineering and environmental contractors. The RFP recognizes the importance of these criteria in Section 1.6.6, as fully 90% of the selection of the PMSC is based directly on Offerors meeting these criteria. The importance that InfraConsult has placed on these specific project success factors is evident throughout our proposal.

I will serve as Project Principal and InfraConsult's officer-in-charge, assuring that our PMSC team provides a continual level of support and professional service in accordance with our commitment and capabilities. I expect to spend a significant portion of my time in residence in Honolulu to meet several key objectives:

- Maintain committed levels of PMSC staffing and quality
- Work directly with City staff and officials in accomplishing project objectives
- Assure availability of non-resident experts and other resources, as needed
- Provide personal expertise in project finance, procurement and delivery strategies
- Seek opportunities for creative and effective public-private partnerships
- Assist in liaison with federal officials as may be required from time to time

InfraConsult's core PMSC team will be led by **Simon Zweighaft, Project Manager**, who has both participated directly and overseen the design and construction of a number of rail transit projects in the United States and abroad, including San Diego Mission Valley East, Los Angeles Eastside LRT, and the Docklands elevated/automated light railway in London. In addition, he has worked on various generations of transit development in Honolulu, including oversight of the recent High Capacity Transit Corridor project. Simon has spent equal time over his career in the public and private sectors - as a consultant and as the public owner of transit systems - giving him a perspective on the public-private relationship that is so important to the success of this endeavor. Simon is moving to Honolulu to manage the PMSC.

The other key staff members of our PMSC team, supporting Simon and the City/County of Honolulu, are as follows:

- **Bill Stead**, a well respected senior professional with global experience in transit engineering and operations, has committed to reside in Honolulu to serve as **Engineering (QA/QC) Manager**. Like Simon, Bill has spent significant portions of his career in both the public and private sectors, including General Manager/CEO of the San Francisco Municipal Railroad (Muni), director and lead engineer for the construction and operation of the Athens Metro in Greece, project manager for the Delhi Metro Rail in India, engineering lead for the Taiwan High Speed Rail program, and recently as project manager for the preliminary engineering phase of the Hiawatha Corridor ("New Start") project in Minneapolis.
- The **Environmental Planning Manager** role will be filled by **Susan Robbins**, a highly experienced senior planner (AICP) and environmental analyst. Susan has experience in several transit new start projects, including Miami-Dade North Corridor Metrorail Extension, as well as direct environmental experience in Hawaii on the Nimitz Highway Flyover EIS and the Kapolei Parkway Project in Ewa. In addition, Susan participated in developing New Starts Criteria applications under federal Section 5309 for a number of projects in Florida. She too will reside full time in Honolulu for critical environmental oversight.
- **Wally Kreutzen** will serve as the PMSC **Financing Manager**. Wally brings a specialized and high-powered background in investment banking, financial analysis and innovative finance to the PMSC team. To

manage the financial elements of the PMSC scope, Wally will also reside in Honolulu. Recently, as Deputy City Manager of Irvine (CA), he served as manager for the City's proposed "Proposition 116" fixed guideway transit system, designed as an innovative public-private partnership. Earlier, Wally was vice president of Evensen-Dodge, an investment and financial advisory firm recently acquired by Public Financial Management Inc. He served as Chief Financial Officer, and subsequently as CEO of the Orange County (CA) Transportation Corridor Agencies (TCA), responsible for developing the financial plan and securing the equity and long-term debt to construct three new toll highways, with a total cost of over \$3.5 billion. Supporting Wally will be **Tom Bradshaw**, managing director of Citigroup Smith Barney, and **Sharon Greene**, president of Sharon Greene and Associates. Tom provides a **critical link to Wall Street**, as one of the financial community's most recognized experts in transportation system financing and **public-private partnerships**. Sharon brings in-depth knowledge of FTA's procedures for financial planning, both capital and operational, as well as financial capacity analysis, New Starts guidelines, and Section 5309 requirements. Her work in **financial analysis and project finance** as mandated by FTA is frequently cited by federal transit officials as a prime example of the state-of-the-art in financial planning for transit development.

- Our **Public Outreach Manager** is **Terry Gruver**. Terry's extensive background in public involvement, citizen participation, and community outreach programs provides important perspective for oversight of the local outreach activities contemplated during the PE/EIS phase of the High Capacity Corridor Project. Of particular relevance to the Honolulu project, Terry served as public involvement manager for the Central Phoenix/East Valley Light Rail Project in Arizona, now under construction and scheduled to open for revenue service in 2008. It is our intention that Terry work closely with local citizen involvement consultants retained by the City and the PE/EIS contractors for their local knowledge.
- **Doug Tilden** will move to Honolulu from Texas to serve as **Architectural Manager** for the PMSC. Doug's experience on elevated fixed guideway rail projects is among the most extensive and prominent of any currently practicing transit architect. He was the lead architect for the original design of the 22-mile elevated guideway system in Miami (FL), where he oversaw the development of all aerial structures and elevated stations. Doug has also served as chief architect for the Dulles Corridor Metrorail Project in Virginia; project oversight consultant on the new PATH terminal station at the World Trade Center site in New York, where he evaluated the \$1.2 billion Santiago Calatrava design; chief architect for the proposed Seattle Monorail extension; design advisor for the Grand Central Terminal modifications in New York City; leader of the Integrated Project Management Oversight (IPMO) team for the Korea High Speed Rail Project; and, while with Bechtel Civil Corporation, advised the Taiwanese Government regarding systemwide joint development and public-private partnership opportunities for the \$16 billion Taipei METRO Project.
- Our on-site, full-time **Purchasing/Contracts Manager** for the PMSC is **Charles Katsuyoshi**. Charles recently retired from a military and public service career, during which he served as Contracting Officer for the Army, Procurement Administrator for the State of Hawaii, and Central Contracts and Purchasing Administrator for the City and County of Honolulu. Charles knows and understands the comprehensive requirements in Hawaii's local and state codes regarding contracting, purchasing, and procurement, having developed many of the current rules, regulations and procedures for the State and its counties while serving as a gubernatorial appointee.

InfraConsult has also gathered together a supplemental group of professionals and recognized experts to augment the core PMSC team in Honolulu, as needs may dictate. In particular, we have engaged the firm of **Gannett Fleming** to assist in providing certain specialized expertise and supplemental staff resources during the course of the project. **Larry Miller**, Vice President of Gannett Fleming, led project management oversight (PMO) programs in St. Louis (MetroLink), Seattle (Sound Transit), and Los Angeles (MetroRail). With special relevance to the Honolulu project, Larry served as General Manager of British

Columbia Transit (BC Transit) where he was responsible for planning, design, and construction of the \$1 billion elevated and automated **Vancouver Sky Train** transit system.

Recognizing the schedule sensitivity of the High Capacity Corridor program, **InfraConsult has established an office in Honolulu** to serve as a temporary base for mobilization of the Project Management Services team. It is located at Seven Waterfront Plaza, 500 Ala Moana Boulevard, Suite 400, and is configured with telephone, high-speed Internet access, meeting/conference space, and on-site reproduction facilities to allow rapid deployment of the project team. Once the permanent project office is established among the City/County staff, PMSC, and the PE/EIS contractors, we will, of course, relocate the team to the new and integrated facility. Furthermore, recognizing the long lead time that is often involved in securing housing in Honolulu, several of our key staff have already begun the process of seeking appropriate long-term accommodations.

In summary, we have tailored our approach to providing project management services on the High Capacity Corridor Project to the specific needs of the City/County of Honolulu. We have fulfilled the requirements to be determined a responsive, responsible Offeror, and have complied with the scope and requirements set forth in the Request for Proposals. Furthermore, we acknowledge receipt of the reissued Request for Proposal (number 15016) and Addendum No. 1 thereto. Finally, we affirm that the offer represented by this Proposal shall be valid and irrevocable for 120 calendar days.

We look forward to working in tandem with the City/County staff and the PE/EIS contractors to move the long-awaited Honolulu transit system closer to reality. Thank you for considering our proposal and our team of highly motivated and committed individuals. Should any questions arise during your review of our submittal, please feel free to contact me directly by mobile phone at 714.914.4464, or through our Honolulu office at 808.543.2082.

Sincerely,

InfraConsult LLC



Michael Schneider  
Managing Partner



# Table of Contents

**INTRODUCTION ..... I-1**

**1. PROPOSAL FORM ..... 1-1**

- Exhibit 1: Proposal Form ..... 1-2
- Exhibit 2: Proposer’s Conditions, Exceptions, Reservations and Understandings ..... 1-8

**2. OFFEROR INFORMATION ..... 2-1**

**2.1 Exhibit 3 ..... 2-1**

- Exhibit 3: Partnership and Corporation Information ..... 2-2

**2.2 Key InfraConsult Personnel: Biographical Data ..... 2-3**

**3. EXPERIENCE/QUALIFICATIONS OF KEY STAFF ..... 3-1**

**3.1 Resumes and References: Full Time Staff in Honolulu ..... 3-1**

**3.2 Additional Key Staff ..... 3-28**

**4. AVAILABILITY OF KEY STAFF IN HONOLULU ..... 4-1**

**4.1 Availability of Key personnel to the Honolulu Project Office ..... 4-1**

- Exhibit 6: Availability of Key Personnel to the Honolulu Project Office ..... 4-2

**4.2 Mobilization Plan ..... 4-3**

**5. RANGE OF STAFF SERVICES TO BE PROVIDED ..... 5-1**

**Services Provided in the Honolulu Project Office ..... 5-1**

- 5.1 General Project Management ..... 5-1**
- 5.2 General Project Control ..... 5-20**
- 5.3 Procurement and Contracts Administration ..... 5-24**
- 5.4 PE/EIS Oversight ..... 5-30**
- 5.5 Pre-Final Design Activities ..... 5-44**
- 5.6 Specialized On-Call Services ..... 5-50**



Services Provided by Non-Resident Resources ..... 5-50  
 Services Provided by Subcontractors ..... 5-50

6. ORGANIZATION AND MANAGEMENT PLAN ..... 6-1  
 6.1 Organization Chart: Project Office ..... 6-1  
 6.2 Management Plan ..... 6-1

7. COST PROPOSAL ..... 7-1  
 • Exhibit 5: Cost Proposal Forms  
 • Exhibit 5A: Cost Proposal Summary Form  
 • Exhibit 5B: Labor, Overhead and Fixed Fee Proposal Form  
 • Exhibit 5C: Additional Allowance for Reimbursable Expenses

8. CERTIFICATIONS ..... 8-1  
 • Exhibit 7: Certificate of Current Cost or Pricing Data  
 • Exhibit 8: Affidavit of Non-Collusion  
 • Exhibit 9: Certification Regarding Conflict of Interest

9. SCHEDULE ..... 9-1

10. ADDITIONAL INFORMATION ..... 10-1  
 • Non-Key Staff Resumes  
 • InfraConsult LLC Operating Agreement



# List of Figures

Figure 1: FTA Project Development Process..... 1-2

Figure 2.1: Organization Chart - *InfraConsult LLC*.....2-1

Figure 3.1: Organization Chart: *Key Personnel Full Time in Honolulu* .....3-2

Figure 4.1: Mobilization Plan.....4-3

Figure 5.1 Management Procedures Outline .....5-3

Figure 5.2: FTA-Required PE Phase Inputs into the Final Design Phase Process .....5-4

Figure 5.3: FTA QA/QC Guidelines..... 5-10

Figure 5.4: FTA New Starts Project Justification ..... 5-12

Figure 5.5: FTA new Starts Local Financial Commitment ..... 5-13

Figure 5.6: Agency Coordination Requirements ..... 5-14

Figure 5.7: Technical Review..... 5-31

Figure 5.8: Six Useful Key Elements in Planning for Effective Public Involvement ..... 5-42

Figure 5.9: Public Involvement Activity Matrix..... 5-43

Figure 5.10: Components of the Real Estate Acquisition Management Plan ..... 5-45

Figure 6.1: Project Organization .....6-2

Figure 6.2: Project Management Plan Outline.....6-8

Figure 9.1 PMSC Schedule.....9-2



# Introduction

InfraConsult is a professional services firm specializing in the development and financing of sustainable infrastructure projects and solutions. Our senior consultants are involved in a variety of projects spanning strategy, project development and finance, facility planning and design oversight, program management, and operation and maintenance of infrastructure facilities throughout the world. While specializing in complex transport programs, including mass transit, intercity rail, highways, bridges, aviation and ports, InfraConsult also provides advisory and consultative services to public authorities and private sector organizations seeking to enhance quality of life through improvements to the built environment.

*InfraConsult is able to apply original, creative solutions as well as time-tested practical answers.*

InfraConsult represents a conscious departure from traditional consulting engineering and management consulting firms. Our mission is to meet the range of requirements of public sector and private infrastructure developers and operators who seek *expediency, innovation and effectiveness* in their endeavors. The ability to quickly apply original, creative solutions as well as time-tested, practical answers differentiates our firm from others.

InfraConsult's principal staff and associated consultants are among the most prominent in the transportation and infrastructure services industry. We have formed the firm to allow clients in the public and private sectors to utilize the skills, experience, and industry networks represented by InfraConsult's key people. Moreover, we have specifically focused on strategic consulting for our clients, and thus avoid confusing the provision of sound and objective advice with engineering and construction services. While our principal consultants have served as planners, designers, developers, legal advisors, project managers, engineers, and system operators, it is our intention to apply this array of real-world, on-the-ground knowledge to advising and working with clients who seek to better define and realize their objectives.

This Proposal presents our approach to meeting the requirements for project management support services to the City and County of Honolulu. The overall process that will be followed as the High-Capacity Transit Corridor Project moves from the AA/DEIS stage to the PE/EIS stage will be in accordance with Federal Transit Administration (FTA) guidelines for New Start projects. The diagram (Figure 1) on the following page shows the current FTA Project Development Process. This flowchart represents the "backbone" of the project; adherence to the process will permit the project to move into federally-sponsored Preliminary Engineering/EIS, and to qualify upon completion for award of a Full Funding Grant Agreement (FFGA).

*Our Proposal is designed to match the information and organization requested in the RFP.*

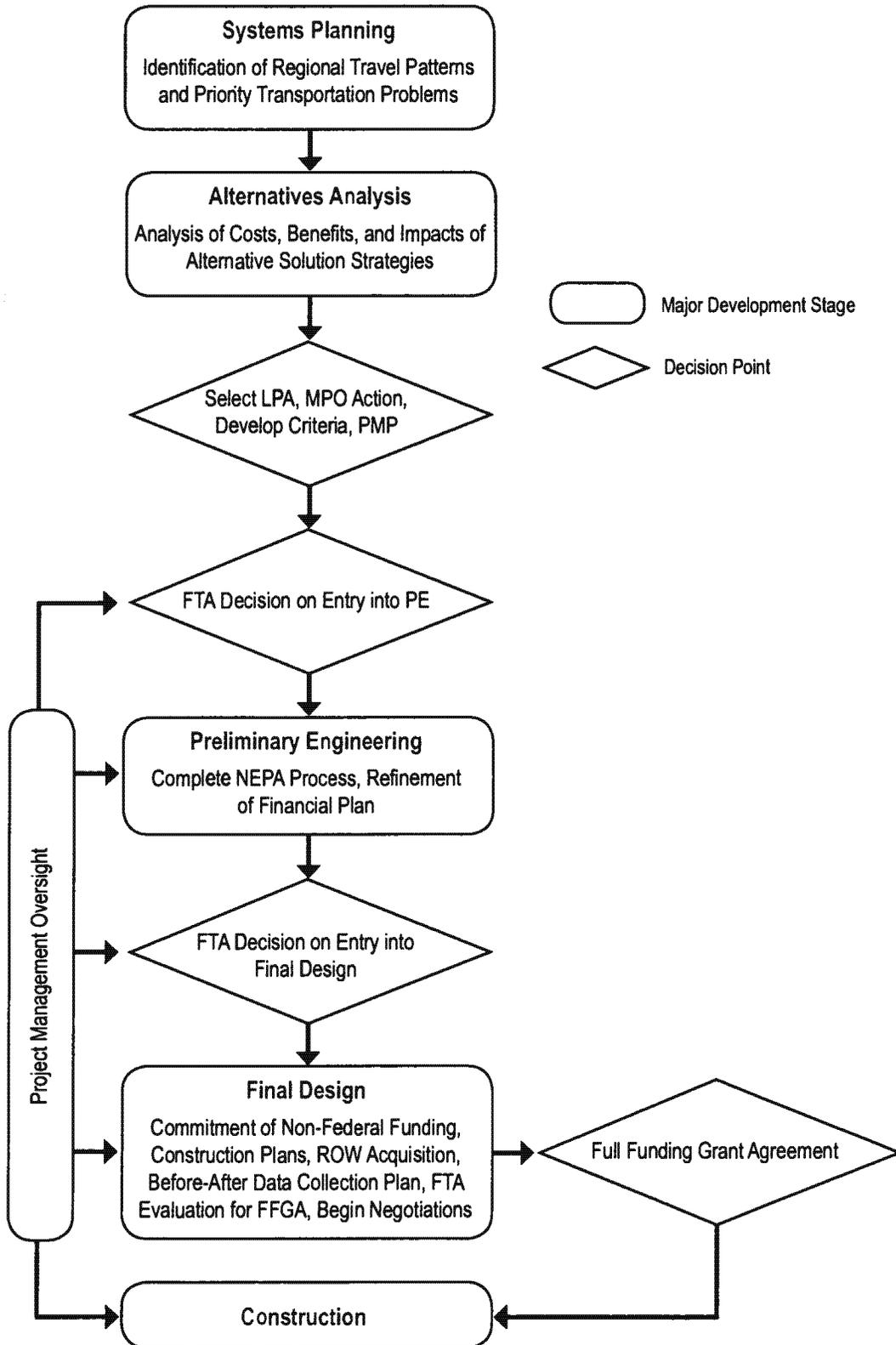
We have organized our Proposal for Project Management Support Services in accordance with the specifications contained in the Request for Proposals. Following this Introduction, we include the required Proposal Forms (*Exhibits 1 and 2*). **Section 2** of the Proposal contains Offeror Information, including

*Exhibit 3 - Partnership and Corporation Information.* We also provide a functional organization chart for InfraConsult, and biographical information about the members of our company.

**Section 3** includes comprehensive data - resumes and references - on the experience and qualifications of the proposed PMSC staff to be based full-time in Honolulu. We also include similar information for



FIGURE 1: FTA PROJECT DEVELOPMENT PROCESS





additional staff resources who will complement the core PMSC, and for the panel of experts who will be called upon to utilize their respective expertise for peer review from time to time.

**Section 4** of the Proposal provides focus on the availability of our key PMSC staff in Honolulu. At present, we have identified 14 full-time positions in our Honolulu project office, 7 of whom are designated as the minimum key personnel positions in the RFP. We provide our mobilization plan for those key staff and their deployment in the PMSC project office, and include *Exhibit 6 - Availability of Key Staff to the Honolulu Project Office*.

**Section 5** is the highly comprehensive description of the range of services to be provided by the Project Management Services Consultant. This is the section that describes the primary scope of services we expect to perform in our role supporting the City/County of Honolulu as the PMSC. In this section, we distinguish among those services provided directly in the project office, services provided by our non-resident resources, and those services being provided by specialty subcontractors.

**Section 6 - Organization and Management Plan**, provides the organization chart and management plan for the resident key staff in the project office. We also include details on the ways in which we will manage the integration of project office and non-resident services in order to provide the City with the highest level of service.

The cost proposal and related exhibits are provided in **Section 7**. These include:

- *Exhibit 5 - Cost Proposal Forms*
- *Exhibit 5A - Cost Proposal Summary*
- *Exhibit 5B - Labor Overhead and Fixed Fee Proposal Form*
- *Exhibit 5C - Additional Allowance for Reimbursable Expenses*

Required certifications are included in **Section 8**, and our schedule, which is compliant with the overall project schedule, is provided in **Section 9**. In **Section 10**, we also provide limited additional information, such as full resumes for non-resident staff and the Operating Agreement for InfraConsult LLC.





# 1. Proposal Form

**Exhibit 1: Proposal Form and Exhibit 2: Proposer's Conditions, Exceptions, Reservations or Understandings** are provided on the following pages.

Please note that the operating agreement (Partnership Agreement) for InfraConsult LLC, as a required supplement to Exhibit 1, is provided in *Section 10 - Additional Information*. Original signatures as required are contained in the Proposal binder marked "ORIGINAL" on the cover and spine.



**EXHIBIT 1 PROPOSAL FORM**  
**PROJECT MANAGEMENT SUPPORT SERVICES FOR THE**  
**HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

To: Division of Purchasing  
Department of Budget and Fiscal Services  
City and County of Honolulu  
530 South King Street, Room 115  
Honolulu, Hawaii, 96813  
**RFP No. ##** 15016

From: (Proposer Name and Address)  
\_\_\_\_\_  
Infraconsult LLC  
\_\_\_\_\_  
Seven Waterfront Plaza  
\_\_\_\_\_  
500 Ala Moana Boulevard, Suite 400  
\_\_\_\_\_  
Honolulu, HI 96813

**I. OFFEROR INFORMATION**

**Name and Title of Principal to contact:**

Michael I. Schneider, Managing Partner  
**Business address:**

Seven Waterfront Plaza, 500 Ala Moana Boulevard, Suite 400, Honolulu, HI 968136

**Business telephone number:**

808/543-2082

**Fax number:**

808/543-2010

**Name/Address/Telephone Number/Fax Number/of contact person:**

InfraConsult LLC  
Seven Waterfront Plaza  
500 Ala Moana Boulevard  
Suite 400  
Honolulu, HI 96813  
808/543-2082  
808/543-2010  
Michael I. Schneider



The Offeror is a:

Sole Proprietorship

Partnership\*

If the Offeror is a partnership, provide the names and addresses of all members of the partnership. Certified copies of the partnership agreement for the Offeror and of the articles of incorporation and by-laws, partnership or joint venture agreement or other organization documents relating to each member of the partnership must accompany this form. Also, separate forms must be completed and executed by an authorized representative(s) of the partnership and by an authorized representative(s) of each member of the partnership. The forms must also be accompanied by satisfactory evidence that the person(s) executing the form (and other forms included with this proposal) on behalf of the partnership or members of the partnership has authority to do so.

Corporation

If a corporation, the corporation is a:

Subsidiary\*

Parent Company

If the Offeror is a corporation, certified copies of the articles of incorporation and by-laws of the corporation must accompany this Proposal. Also, this form must be completed and executed by an authorized representative(s) of the corporation. This form must also be accompanied by satisfactory evidence that the person(s) executing this form (and other forms included with this Proposal) on behalf of the corporation has authority to do so.

Joint Venture\*

If the Offeror is a joint venture, provide names and addresses of all members of joint venture. Certified copies of the joint venture agreement for the Offeror and of the articles of incorporation and by-laws, partnership or joint venture agreement or other organizational documents relating to each member of the joint venture must accompany this Proposal. Also, separate forms must be completed and executed by an authorized representative(s) of the joint venture and by an authorized representative(s) of each member of the joint venture. The forms must also be accompanied by satisfactory evidence that the person(s) executing the form (and other forms included with this Proposal) on behalf of the joint venture or member of the joint venture has authority to do so.

2. PROPOSAL

This Proposal is submitted in response to the City and County of Honolulu's Request for Proposal (RFP) No. ## for Project Management Support Services for the Honolulu High-Capacity Transit Corridor Project. The undersigned hereby declares and certifies that (1) I(we) have fully, carefully, and thoroughly examined the RFP; (2) I(we) am(are) fully

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Proposal Form

EXH I-2



satisfied with respect to any questions that could in any way affect my(our) understanding of the Scope of Work, my(our) duties, responsibilities, obligations and liabilities under the Special Provisions and General Terms and Conditions and my(our) estimate of the cost thereof relating to; and (3) I(we) hereby propose to perform and complete the Work as requested in the RFP and submit the following documents which comprise my(our) Proposal:

(Reference each individual document submitted by name)

Proposal to provide Program Management Support Consultant  
Services to City and County of Honolulu, HI.

Any and all conditions, exceptions, reservations and understandings relating to the RFP must be explicitly, fully and separately stated in an Attachment to this Proposal. The undersigned understands and agrees that any conditions, exceptions, reservations or understandings not so explicitly, fully and separately stated will be invalid and will not be binding on the City and County of Honolulu (City) in the event of an award to the Offeror. The undersigned also understands and agrees that any conditions, exceptions, reservations or understandings explicitly, fully and separately stated as provided for herein are made, taken or stated solely at the risk of the Offeror and that the City reserves the right to reject, without evaluation or discussion, any Offeror containing any such conditions, exceptions, reservations, or understandings determined by the City in its sole discretion to be unacceptable. The undersigned further understands and agrees that any conditions, exceptions, reservations or understandings explicitly, fully and separately stated as provided herein, which do not cause the City to reject the Proposal, will, as appropriate, be considered in the evaluation of the Proposal and may result in the Offeror receiving a less favorable evaluation than without the condition, exception, reservation or understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of InfraConsult LLC this 13th day of February, 2007.

When the Offeror is a partnership: (All authorized representatives of the partnership and authorized representative(s) of all partners must sign. Attach a fully executed appropriate signature page for each partner):

Witness [Signature]

InfraConsult LLC  
(Printed Name of Partnership)

By: [Signature]  
(Signature of Partner)

By: Michael I. Schneider  
(Printed Name of Partner)

Seven Waterfront Plaza  
500 Ala Moana Boulevard, Suite 400  
Honolulu, HI 96813  
(Address)

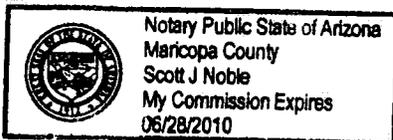
ACKNOWLEDGMENT:

STATE OF Arizona

COUNTY OF Maricopa

Before me personally appeared Michael Schneider as a partner in the above named InfraConsult LLC a partnership, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Michael Schneider executed said instrument in the capacity and for the purposes therein expressed.

WITNESS my hand and official seal, this 13 day of February A.D., 2007



[Signature]  
Notary Public

State of Arizona at large

My Commission expires 6/28/2010

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of InfraConsult LLC this 13th day of February, 2007.

When the Offeror is a partnership: (All authorized representatives of the partnership and authorized representative(s) of all partners must sign. Attach a fully executed appropriate signature page for each partner):

[Signature]  
Witness

InfraConsult LLC  
(Printed Name of Partnership)

By: [Signature]  
(Signature of Partner)

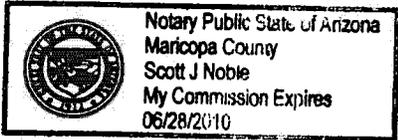
By: Alan C. Wulkan  
(Printed Name of Partner)  
Seven Waterfront Plaza  
500 Ala Moana Boulevard, Suite 400  
Honolulu, HI 96813  
(Address)

ACKNOWLEDGMENT:

STATE OF Arizona  
COUNTY OF Maricopa

Before me personally appeared Alan C. Wulkan as a partner in the above named InfraConsult LLC a partnership, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Alan C. Wulkan executed said instrument in the capacity and for the purposes therein expressed.

WITNESS my hand and official seal, this 13 day of February A.D., 2007



[Signature]  
Notary Public

State of Arizona at large  
My Commission expires 6/28/2010

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of InfraConsult LLC this 13th day of February, 2007.

When the Offeror is a partnership: (All authorized representatives of the partnership and authorized representative(s) of all partners must sign. Attach a fully executed appropriate signature page for each partner):

[Signature]  
Witness

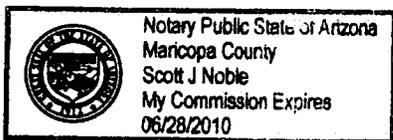
InfraConsult LLC  
(Printed Name of Partnership)  
By: [Signature]  
(Signature of Partner)  
By: Simon Zweighaft  
(Printed Name of Partner)  
Seven Waterfront Plaza  
500 Ala Moana Boulevard, Suite 400  
Honolulu, HI 96813  
(Address)

ACKNOWLEDGMENT:

STATE OF Arizona  
COUNTY OF Maricopa

Before me personally appeared Simon Zweighaft as a partner in the above named InfraConsult LLC a partnership, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that Simon Zweighaft executed said instrument in the capacity and for the purposes therein expressed.

WITNESS my hand and official seal, this 13 day of February A.D., 2007



[Signature]  
Notary Public  
State of Arizona at large  
My Commission expires 4/28/2010



**EXHIBIT 2 PROPOSER'S CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS**

RFP SECTION REFERENCE	RFP SECTION PAGE NO.	CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS	REASONS, JUSTIFICATION
None			

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Offeror's Conditions, Exceptions, Reservations or Understandings

EXH 2-1





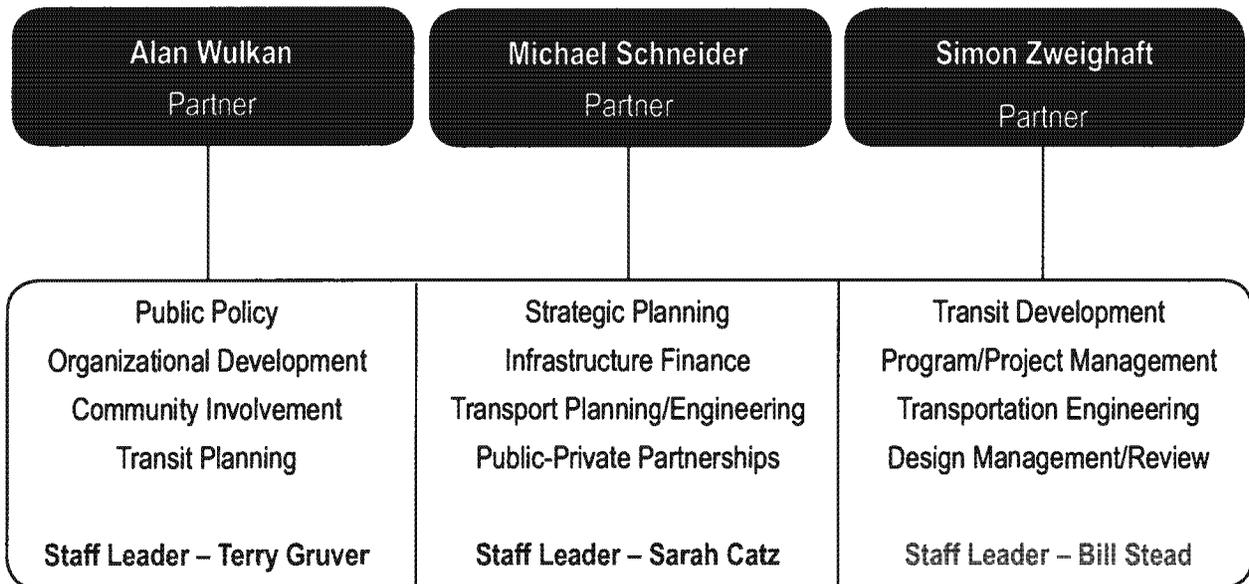
## 2. Offeror Information

### 2.1 EXHIBIT 3

Exhibit 3: Information Requested of Partnerships and Corporations is provided on the following page.

An organizational chart for InfraConsult LLC is provided below and biographical information for key firm personnel is provided on page 2-3.

FIGURE 2.1: ORGANIZATION CHART - INFRACONSULT LLC





**EXHIBIT 3 INFORMATION REQUESTED OF PARTNERSHIPS AND CORPORATIONS**

If the Offeror is a partnership, answer the following:

1. Date of Organization June 28, 2006

2. General Partnership ( )  
Limited Partnership (X)

3. Statement of Partnership recorded? Yes (X) No ( )

06/28/06                      N/A\*                      N/A\*                      United States  
Date                              Book                              Page                              Country

*te of Delaware does not use a Book or Page recording protocol; however, Delaware recording file number is*

1224. Has the partnership done business in the State of Hawaii?

Yes ( ) No (X)

When? \_\_\_\_\_

Where? \_\_\_\_\_

5. Name, address, and partnership share of each general and limited partner.

General/ Limited	Name	Address	Share
	Michael I. Schneider	645 Buena Vista Way Laguna Beach, CA 92651	33.3 % %
	Alan C. Wulkan	8020 E. Del Mercurio Scottsdale, AZ 85258	33.3 % %
	Simon Zweighaft	2015 W. Mountain Street Glendale, CA 91201	33.3 % %

6. Attach a complete copy of the Partnership Agreement.

Included in the "Additional Information" section of the proposal

If the Offeror is a corporation, answer the following:

1. When incorporated? \_\_\_\_\_

2. Where incorporated? \_\_\_\_\_

3. The corporation is held: Publicly ( ) Privately ( )

4. The average number of employees over the past five years: \_\_\_\_\_

5. Attach a copy of the corporation's Articles of Incorporation.

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Information Requested of Partnerships and Corporations

EXH 3-1



## 2.2 KEY INFRACONSULT PERSONNEL: BIOGRAPHICAL DATA

### ***Michael I. Schneider, P.E.***

Years of Experience: 36

Education: M.A., Urban and Regional Planning, School of Architecture and Urban Planning, University of California at Los Angeles, 1972; B.S., Civil and Systems Engineering, School of Engineering and Applied Sciences, University of California at Los Angeles, 1970

Professional Registrations: Professional Engineer, California, Traffic Engineering, 1978 (inactive)

Areas of Expertise: Planning, development and management of urban and intercity transit and rail, highways and toll roads, innovative financing programs and public-private partnerships for infrastructure development, program and project management

### ***Simon Zweighaft, P.E.***

Years of Experience: 38

Education: Professional Program in Urban Transportation, Carnegie Mellon University, 1974; B.S., Civil Engineering, State University of New York at Buffalo, 1969; B.A., American Studies, State University of New York at Buffalo, 1969

Professional Registrations: Professional Engineer, Active - California (C62995), Florida (0022867), Maryland (16087); Inactive/prior: New Jersey (GE37386), New York (064686-1), Texas (56225)

Areas of Expertise: Management and technical expertise in all elements of major automated guideway transit, light rail, and heavy rail transit projects

### ***Alan C. Wulkan***

Years of Experience: 34

Education: M.S., Urban Studies/Politics and Public Affairs, University of Miami, 1974; B.A., Politics and Public Affairs, University of Miami, 1972

Areas of Expertise: New Start transit system development, project management, transit planning





### 3. Experience/Qualifications of Key Staff

InfraConsult’s organizational philosophy and staff qualifications offer an unmatched ability to provide reputable, highly experienced, and effective project management support. InfraConsult’s professional partners have reached the “critical mass” point in their careers - the point at which their vast experience and recognized expertise allows them to look beyond the traditional and to pioneer the innovative. Yet, it is the same experience and expertise which makes the InfraConsult professional staff eminently capable of recognizing and applying traditional solutions.

Resumes of key staff, shown in Figure 3.1 on the next page, are provided in this section for your review. As requested in the RFP, references for each key staff member (**Exhibit 4: Reference Form for Key Personnel**) are also provided.

#### 3.1 RESUMES AND REFERENCES: FULL TIME STAFF IN HONOLULU

##### *Simon Zweighaft, P.E. • Project Manager*

Simon is a senior project manager with 38 years of experience in virtually every element of transit program management and project implementation. His most recent experience managing large programs is solidly supported by many years of technical experience including preliminary design, environmental impact studies, planning, design criteria, consultant selection, contract management, final design, and construction administration for major automated guideway transit, light rail, and heavy rail transit projects. During his career, he has served as project manager, director of engineering, manager of project development, chief of planning, and in several other key roles.

*Simon’s extensive experience represents the full range of transit program management and project implementation.*

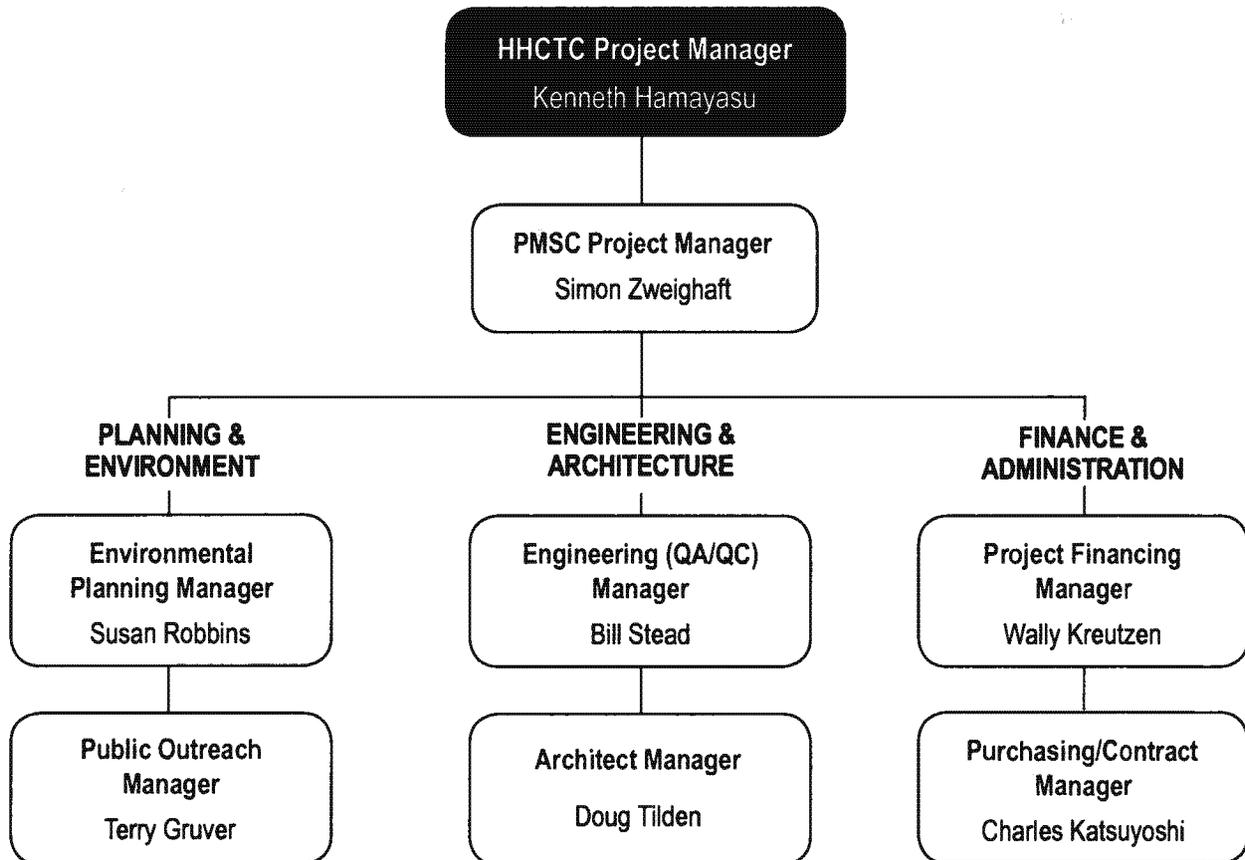
Simon is a hands-on manager whose expertise has been applied to multiple projects in the United States and around the world. He has also published numerous technical publications and designed and taught a graduate course taken by civil engineering and geography students as an introduction to the principles of planning rail transit systems at State University of New York at Buffalo.

##### Experience

- Honolulu Primary Corridor, Oahu, Hawaii: principal-in-charge for planning, preliminary engineering, and final design of a busway project connecting downtown Honolulu to Waikiki. The busway runs at surface in both mixed traffic and on exclusive lanes. A key element in the overall plan for the corridor was reorientation of the bus route structure from a radial service pattern to a hub-and-spoke network.
- Mission Valley East LRT, San Diego, California: principal-in-charge and joint venture board chairman for final design of a FTA New Start project which included surface and elevated construction for a 5.8-mile (9.3-kilometer) extension of the San Diego LRT system. The project included train control, trackwork, power (supply, distribution and overhead contact system) and systems integration as well as Interchange improvements, community/agency coordination, station civil design, station



**FIGURE 3.1: ORGANIZATION CHART  
KEY PERSONNEL FULL TIME IN HONOLULU**



architecture, track design, bridge independent design checks, retaining wall design, construction estimate, specifications, public art management and integration, and project controls. Operation began in 2005.

- Eastside LRT, Los Angeles California: principal-in-charge and joint venture chairman for preliminary engineering and subsequent final design for an FTA New Start project which included an extension of the LA Metro Gold line into East Los Angeles. The Eastside LRT is a 6-mile (9.6-kilometer) light rail line running mostly on the surface between Union Station in downtown Los Angeles and East Los Angeles. It will connect directly with the Metro Gold Line to Pasadena. The eight-station extension is scheduled to open in 2009.
- Hudson-Bergen LRT, New Jersey: project manager of the general engineering consulting assignment during conceptual design of a \$1.2 billion LRT system for New Jersey Transit. Simon managed a team of engineers and planners developing the project management plan, design criteria, quality assurance/quality control (QA/QC) plan, and final systems and facilities concepts. He led the consultant's efforts in selecting detailed alignments through highly urbanized corridors, coordinating efforts with widely diverse groups of interested parties, including municipal officials from five cities, two railroads, over 20 public and private utilities, ten major state and regional agencies, and the general public and interested citizen activist groups.



- Docklands Light Railway, London, England: provided supervision to a project team working on a program to improve the operations of a fully automated railway system operating from central London to Canary Wharf and the Docklands area. Simon assembled staff and led the development of a contract specification for the client to procure a new prime contractor to assume turnkey responsibilities by taking over several ongoing fragmented efforts. The specification and procurement documents were developed in 4 months and proposals from contractors were received and evaluated 6 months after the start of work. Contract requirements included guarantees on performance availability with significant incentives and penalties based upon level of achievement.
- Baltimore Central Light Rail Line, Maryland: project manager for a general engineering consultant joint venture with responsibility for facilities design and construction management. He provided technical direction, scheduling, and budget control for the design and construction management of facilities, including at-grade line, stations, aerial structures, maintenance facilities, and related work. Simon directed the staff on a fast-track design program that resulted in groundbreaking 12 months following the design notice-to-proceed with conceptual design and preliminary engineering.
- Los Angeles Metro Blue Line, Los Angeles County, California: as project director for final design and implementation of this LRT project, Simon was responsible for technical direction, scheduling, and budget control of design and contract management services during construction of a \$770 million major capital program involving subway, at-grade, and aerial guideway running through a densely developed urban corridor extending from Los Angeles to Long Beach. The construction contracts included a cut-and-cover subway, six surface line sections, five bridges and an aerial structure, four groups of stations, a maintenance yard, shop buildings, and a central control building. The systems contracts included LRT vehicles, substations, catenary, signals, communications, and fare collection. Ten procurement contracts covered such items as rail, ties, and special trackwork.
- Metro Dade Transit Agency, Miami, Florida: director of engineering and construction having chief engineering responsibilities for all Metro Dade County transit design and construction projects, including Metrorail, Metrobus, and MetroMover (People Mover) facilities. Simon supervised a large staff of engineers, construction inspectors, and consultants during construction phases of programs with a total value in excess of \$1.2 billion.
- Metrorail, Miami, Florida: as manager of project development, he directed planning and engineering studies during the early stages of Dade County's Metrorail final engineering program, including station site studies, station area planning, and portions of the system criteria. In addition, he prepared an EIS. Simon also supervised the preparation of the draft and final environmental impact statements for the Federal Transit Administration (FTA) in accordance with National Environmental Policy Act (NEPA) requirements.
- Metromover, Miami, Florida: project manager for this \$150 million automated guideway transit project through preliminary engineering, supplier selection, final design, and construction/manufacturing stages. Metromover was the U.S.' first driverless central business district (CBD) people



Baltimore LRT



mover system. Simon negotiated engineering contracts, participated on the turnkey contract negotiation team, and directed staff and consultants preparing bid packages for construction and procurement. He also served as the owner's project manager for preliminary engineering through implementation.

- Buffalo Light Rail Transit System, New York: assistant general manager for the Metro Construction Division. Simon's responsibilities included administration/technical supervision of staff and consultants in preparation for preliminary engineering design for the 6.3-mile-long (10.1-kilometer) LRT system.



*Miami MetroMover*



**EXHIBIT 4 REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: Simon Zweighaft

**REFERENCE NO. 1**

Name: John von Briesen

Firm: Metropolitan Transit Authority of Harris County

Title: Sr. Program Manager

Address: P.O. Box 61429 Houston, TX 77208

Telephone: (713) 652-4332

**Description of service provided:**

JV Project Manager for GEC with civil PE, final design and construction management

and systems coordination.

**REFERENCE NO. 2**

Name: Richard D. Thorpe

Firm: Exposition Metroline Construction Authority

Title: CEO

Address: 707 Wilshire Blvd., 37<sup>th</sup> Floor San Diego, CA 90017

Telephone: (213) 243-5500

**Description of service provided:**

Principal-in-Charge and JV Board Chair for preliminary engineering, final design and

construction services.



NAME OF KEY PERSONNEL: Simon Zweighaft

**REFERENCE NO. 3**

Name: Paul Taylor

Firm: Orange County Transportation Authority

Title: Executive Director, Planning

Address: 505 South Main St Orange, CA 92863

Telephone: (714) 560-5796

**Description of service provided:**

JV Project Director for civil and systems preliminary and final design and systems  
construction management.

**REFERENCE NO. 4**

Name: Jim Hecht

Firm: San Diego Metropolitan Transit System

Title: \_\_\_\_\_

Address: 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

Telephone: (619) 699-1935

**Description of service provided:**

Principal-in-Charge



## **William Stead, P.E. • Engineering (QA/QC) Manager**

Bill Stead's specialty in urban mass transportation has taken him to a number of cities throughout the United States and to assignments in South America, Europe, Asia, and the Middle East. He began his career in transit as a Ford Foundation Fellow in the graduate transportation program at the University of Pennsylvania, Philadelphia. He then served as project engineer, then project manager, on a variety of planning, engineering, operations, and general management assignments with many of the nation's transit authorities and commuter railroads including those serving New York City, San Francisco, Nassau County, NY, Chicago, Boston, Philadelphia, Detroit, and Los Angeles. He also spent two years in Sao Paulo, Brazil working on that nation's first subway line.

*Bill recently served as project manager for the PE phase of the Hiawatha Corridor (New Start) project in Minneapolis.*

### **Experience**

- Senior engineering manager responsible for a variety of international transportation assignments including:
  - Ankara/Istanbul turkey: prepared, on-site, a due diligence study for a Japanese trading group of the Bosphorous tunnel and surface Metro project valued at \$2.7 billion.
  - Croydon LRT, United Kingdom: start-up Manager of Systems Integration for a design-build consortium for a \$200 million surface/elevated light rail transit system.
  - Taiwan High Speed Rail Consortium: assisted in preparation of the concession proposal of the successful team to build and operate a 300 kph high-speed train line along the west coast of Taiwan; a \$15 billion project including 35 years of operation under a concession agreement.
- Hiawatha Light Rail Transit Line, Minnesota: Project Director of an innovative public-private sector organization created by the Minnesota Department of Transportation (MnDOT) and the Metropolitan Council (Twin Cities region of Minnesota) for the purpose of obtaining all local and federal approvals and funding and to design, construct, and commission the FTA New Start \$592 million Hiawatha Light Rail Transit Line. Bill also served as Project Manager for the Preliminary engineering effort. Hiawatha is the first line in a light rail and commuter rail network planned for the heavily-congested region of 2.5 million population. A design-build approach was used for the core of the project.
- Delhi Metro Rail Corporation (DMRC), Delhi, India: for this 3-corridor, 55 km, 45-station heavy rail system, Bill assisted in planning the creation of the DMRC's Operations and Maintenance Department, performed operability reviews, and assisted in the evaluation of technical tenders for system works.
- San Francisco Municipal Railway (Muni), San Francisco, CA: General Manager and Chief Operating Officer responsible for this transit authority with 345 trolley buses, 540 diesel buses, and 130 light rail cars and cable cars. During Bill's tenure at Muni, the authority averaged over 80 passenger boardings per vehicle hour and recorded the fewest accidents of any year on record, an accomplishment for which Muni received the American Public Transit Association Silver Safety Award.
- Massachusetts Bay Transportation Authority, Massachusetts: Director of Operations responsible for three metro lines, five light rail lines, over 1,000 diesel buses, two commuter boat lines, and one trolley bus line. Bill was responsible for 1,616 vehicles, 5,700 employees, and a \$365 million operating budget during a period of extensive modernization of the system.



**EXHIBIT 4 REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: Bill Stead

**REFERENCE NO. 1**

Name: Andrew G. Shiavone

Firm: New York City Transit Authority

Title: Chief Executive Officer – Surface Transit (NY City Transit Authority) - retired

Address: 3505 Hollingsworth, Williamsburg, VA 23180

Telephone: (757) 565-1057

Description of service provided:

Chief of Staff

**REFERENCE NO. 2**

Name: Rudy Nothenberg

Firm: City and County of San Francisco

Title: Chief Administration Officer - retired

Address: P.O. Box 567, Monte Rio, CA 95462

Telephone: (707) 865-1776

Description of service provided:

General Manager of MUNI



NAME OF KEY PERSONNEL: Bill Stead

**REFERENCE NO. 3**

Name: Alex A. Stavropoulos

Firm: Attica Metro

Title: Chairman and Managing Director

Address: 94, Kifisou Avenue, 104 43, Athens, Greece

Telephone: +30210-5194010

**Description of service provided:**

Chief Executive Officer

**REFERENCE NO. 4**

Name: Cobi Ben-Shetrit

Firm: PB International Inc. - Israel

Title: Manager of PB Israel

Address: Beit Bareket Airport City, P.O. Box 232, Lod , 70100 Israel

Telephone: +972 3 9794102

**Description of service provided:**

Project Manager



## **Charles Katsuyoshi • Purchasing/Contract Manager**

Charles has over 20 years of procurement and contracting experience as contracting officer at several large Army installations; as the Procurement Administrator, State of Hawaii; and as the Contracts and Purchasing Administrator, City and County of Honolulu. Throughout his military career, Charles held numerous management positions with his primary specialty in the field of logistics encompassing responsibilities in procurement and contracting, materials management, inventory management, maintenance management, property accounting, and fiscal/budget administration. Charles held positions at various Army installations as the Director of Logistics and Contracting Officer.

*Charles Katsuyoshi's innovative procedures have saved substantial amounts of money, greatly reduced labor hours, and significantly streamlined expedited business procedures.*

As the Central Contracts and Purchasing Administrator for the City and County of Honolulu, Charles administered activities relating to the centralized purchasing of all goods, merchandise, equipment, services and construction contracts. Annual procurement averaged from \$300 to \$400 million.

In 2000, Charles received a gubernatorial appointment to the position of Procurement Administrator for the State of Hawaii. He planned, organized, directed and coordinated the various procurement activities under Chapters 103D and 103F, Hawaii Revised Statutes. He was responsible for developing rules, regulations, and procedures to implement the requirements of the procurement law for all state governmental bodies, including the counties.

### **Experience**

- Purchasing Card Project, Honolulu, HI: Charles initiated this project (similar to credit card) to facilitate small purchases less than \$25,000. The project resulted in greatly reduced amounts of paper work, time and labor hours. The purchasing card is now used by all state agencies and also by the City and County of Honolulu. The volume of purchases and dollars spent has resulted in rebates to the using governmental agencies.
- Electronic Procurement (e-procurement), Hawaii: Charles initiated this project whose objective was to facilitate purchasing by allowing governmental agencies to buy goods and services on line with vendors nation-wide. This project, in conjunction with the purchasing card project, has proven to greatly expedite purchasing and to provide optimum best pricing and quick delivery.
- Document Storage, Hawaii: Charles implemented a document storage system which converted all construction plans and specifications from hard copy paper documents to electronic CD- ROM, greatly reducing the cost of document storage.



**EXHIBIT 4 REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: Charles Katsuyoshi

**REFERENCE NO. 1**

Name: Edlyn Taniguchi

Firm: City and County of Honolulu

Title: Chief of Treasury

Address: 530 South King Street, Honolulu, HI 96813

Telephone: (808) 527-5673

**Description of service provided:**

Maintains the City treasury, deposits monies and invests funds as authorized by law.

Manage City's management, debt administration, and issues and sells City bonds.

**REFERENCE NO. 2**

Name: Russell Miyake

Firm: University of Hawaii

Title: Director of Financial Management and Controller

Address: 1380 Lower Campus Road, Honolulu, HI 96822

Telephone: (808) 956-7161

**Description of service provided:**

Responsible and oversees Procurement, finance and accounting, treasury, real and personal property management functions for the University.



NAME OF KEY PERSONNEL: Charles Katsuyoshi

**REFERENCE NO. 3**

Name: Roy Amemiya

Firm: Central Pacific Bank

Title: Senior Vice President – Products and Consumer Lending Division

Address: 220 South King Street, Suite 901, Honolulu, HI 96813

Telephone: (808) 535-2555

**Description of service provided:**

Review and approve all consumer loans. Develop all product requirements for the bank.

**REFERENCE NO. 4**

Name: Wendale (Wendy) Imamura

Firm: City and County of Honolulu

Title: Central Contracts and Procurement Administrator

Address: 530 South King Street, Room 115, Honolulu, HI 96813

Telephone: (808) 527-5555

**Description of service provided:**

Responsible for all City and County procurement, real and personal property management and relocation. Operates a centralized City procurement office and develops procurement policies and procedures for all City agencies.



## Susan Robbins, AICP • Environmental Planning Manager

Ms. Robbins has more than 28 years of experience in environmental analysis, planning, and management, including compliance with the National Environmental Policy Act (NEPA) and various state environmental regulations and requirements, including the state of Hawaii. She has managed and participated in environmental impact analyses and documentation, alternative analyses, major investment studies, site development studies, and land use plans for a wide array of projects in a number of states, as well as internationally. She has conducted and supervised market analyses and strategic plans for community economic development and revitalization, and has managed a number of public participation programs and community development projects. Ms. Robbins, a member of the American Institute of Certified Planners, also served as a judge on the Awards Committee for the California Association of Environmental Professionals, evaluating California Environmental Quality Act documents for recognition and award.

### Experience

- Nimitz Highway Flyover Project Supplemental Environmental Impact Statement (SEIS), Honolulu, Oahu: Susan provided environmental strategy and guidance for the Nimitz Highway Improvements Project (NHIP). The purpose of the NHIP was to address a major deficiency in Oahu's high-occupancy vehicle (HOV) system, a 2.5-mile gap between the end of the system at Keehi Interchange and downtown Honolulu. A Draft EIS was released for public review in October 1996 and a Pre-Final EIS was reviewed by FHWA however, HDOT decided to suspend the project due to community concerns. In 2003, a task force formed by the Governor to explore transportation improvements on Oahu recommended that the HDOT re-evaluate the viaduct alternatives considered for Nimitz Highway project. The environmental review will reexamine the seven-year-old Draft EIS in light of new requirements and criteria. The Hawaii Revised Statutes (HRS) Chapter 343 and NEPA processes were also re-initiated for the revised EIS. Susan provided preliminary strategy and guidance for the environmental review process.
- Revised Draft Environmental Assessment for North-South Road and Kapolei Parkway Project, Ewa, Oahu, Hawaii: Susan provided preliminary strategy and guidance for the environmental review process for this federal-aid, limited-access, principal arterial roadway that would connect the H-1 Freeway to the proposed Kapolei Parkway, with a distance of approximately 2.2 miles. The proposed North-South Road includes an interchange with the H-1 Freeway, and drainage features including a detention pond associated with North-South Road. Kapolei Parkway is proposed as an approximately 0.7-mile, Federal-aid, arterial roadway that would connect the proposed North-South Road with the existing Renton Road.
- Metropolitan Planning Organization (MPO) Rapid Transit Improvement Analysis Study: Provided quality assurance/quality control for a study aimed at prioritizing the county's nine long range transportation plan rapid transit corridors using ridership, O&M costs, capital cost, and a user survey to determine implementation priorities. Supervised preparation of presentations and informational handouts for the Board of County Commissioners and the MPO Governing Board.
- Miami-Dade Transit (MDT) North Corridor Metrorail Extension Supplemental Draft EIS & Final EIS: Provided quality assurance/quality control for the preparation of environmental sections and supporting documents for a SDEIS and FEIS proposing a 9.5-mile Federal New Start-funded extension

*Susan has experience in several transit new start projects, including Miami-Dade North Corridor Metrorail Extension, as well as direct environmental experience in Hawaii on the Nimitz Highway Flyover EIS and the Kapolei Parkway Project in Ewa.*



of the County's heavy rail system. Supervised and coordinated environmental activities including noise, air, cultural resources, and contamination analyses with the prime consultant.

- **FTA New Starts Criteria Reports:** Assisted in the preparation and compilation of New Starts Criteria applications requesting federal (Section 5309) funding for three transit projects in Miami-Dade County. Reviewed templates and supporting documentation relating to land use, cost effectiveness, user benefits/travel demand forecasting, and environmental benefits for the 2.5-mile Miami Intermodal Center (MIC)/Earlington Heights Connector, 9.5-mile North Corridor Metrorail extension, and the 15-mile Miami-Miami Beach Transportation (Bay Link) Corridor.
- **Las Vegas Resort Corridor EIS - Las Vegas, Nevada:** supervised the preparation of the Final EIS documents for this project prepared for the Regional Transportation Commission of Clark County (RTC) to provide mobility solutions for the Las Vegas Resort Corridor. The EIS evaluated rail transit alternatives, including a monorail system to connect with the existing privately-constructed/privately financed monorail system, a TSM alternative, and a no build alternative. In addition, a spur alternative was also studied.



**EXHIBIT 4 REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: Susan Robbins

**REFERENCE NO. 1**

Name: Mr. Sherman Smith

Firm: Chambers Group, Inc.

Title: President, CEO

Address: 17671 Cowan Avenue, Suite 100, Irvine, CA 92614

Telephone: 949-261-5414

Description of service provided:

Program Manager/Director of Planning

**REFERENCE NO. 2**

Name: Fred Silverman

Firm: Parsons Transportation Group

Title: Senior Planner

Address: 7600 Corporate Center Drive, Miami, FL 33126

Telephone: 305-335-6897

Description of service provided:

Provided quality assurance/quality control for the preparation of environmental sections and supporting documents for the Miami-Dade Transit North Corridor Metrorail Extension Supplemental DEIS and FEIS proposing a 9.5-mile extension of the County's heavy rail system. Supervised and coordinated environmental activities including noise, air, cultural resources, and contamination analyses with the prime consultant.



NAME OF KEY PERSONNEL: Susan Robbins

**REFERENCE NO. 3**

Name: William Jacobs, Senior Planner OR Larry Agran, Former Mayor

Firm: City of Irvine, CA

Title: (above)

Address: Community Development Department, 1 Civic Center Plaza, P. O. Box 19575  
Irvine, CA 92623

Telephone: 949-724-6521

**Description of service provided:**

Project Manager for the preparation of a Program Environmental Impact Report (PEIR) for an  
approximately 700-acre portion of City of Irvine Planning Area (PA) 9.

**REFERENCE NO. 4**

Name: Sharon Becca

Firm: PBS&J

Title: Senior Planner

Address: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730

Telephone: 512-342-3332

**Description of service provided:**

Assisted in the preparation and compilation of FTA New Starts Criteria applications  
requesting federal (Section 5309) funding for three transit projects in Miami-Dade County.



## **Douglas Tilden, AIA • Architect Manager**

Doug Tilden has 39 years of experience providing architectural expertise and management on major transportation projects, particularly large, complex transit projects. He has served as chief architect, lead architect, and station design advisor on transit projects across the country and around the world, including those funded through FTA's New Start program.

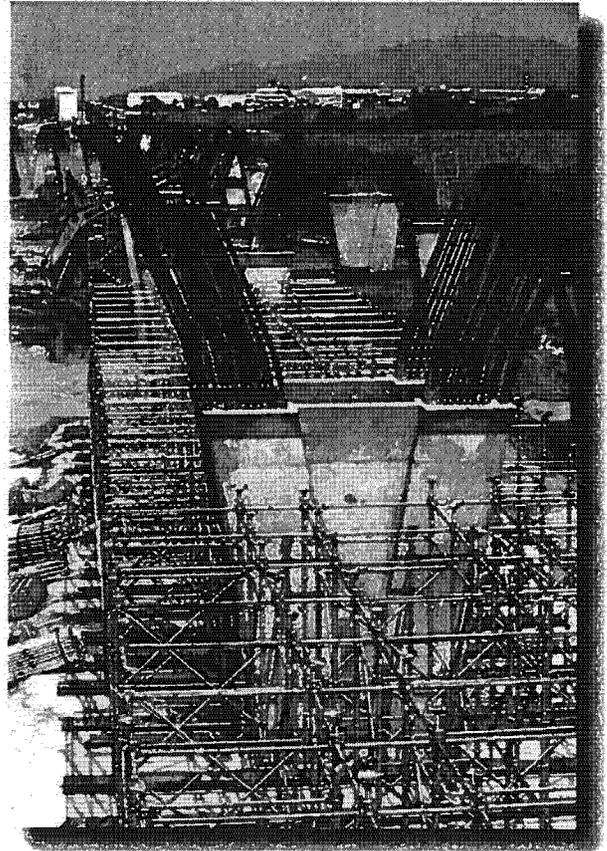
### **Experience**

- MTA Station Security Evaluation, New York, NY: Chief Architect responsible for evaluating various security related aspects of a number of major New York City Transit station complexes also served by local commuter railroads. Activities included conducting a detailed inventory of the facilities and their systems, determining potential threat scenarios, evaluating the respective vulnerabilities of each facility and its systems, and providing specific recommendations to the MTA for threat mitigation and the protection of each station complex.
- Dulles Corridor Metrorail Project, Dulles, VA: Chief Architect responsible for leading the architectural design work associated with the FTA New Start, 23.6-mile, 11-station extension of the Washington METRO from east of the West Falls Church station on the Orange Line, through the Tyson's Corner area to Dulles International Airport and beyond to two Loudoun County stations within the Dulles Greenway, west of the airport. Doug had the responsibility for all architectural aspects of the 11 stations consisting of two underground, 3 elevated and 6 at-grade stations, the latter located in the median of the Dulles Access Road.
- PATH Terminal, World Trade Center, New York City: Lead Architect on the Value Engineering Team commissioned by the Port Authority of NY and NJ to evaluate the \$1.2 billion Santiago Calatrava design for the restored PATH terminal located within the WTC complex. The five-track station's reconstruction is a key element in the restoration of transit service to Lower Manhattan and, as designed, represents a return to an appropriate monumentality of transportation facilities not seen in New York City since the construction of Grand Central Terminal decades ago.
- Seattle Monorail Design/Build Proposal, Seattle, WA: Chief Architect, Rail & Transit, responsible for leading the effort in Seattle to develop a prototypical approach to the design of each of the 19 elevated monorail stations to enable a cost-effective, systemwide approach to their architectural configurations. Each station was conceptually developed to a level permitting an estimate of their costs to be determined as well as an evaluation of the success of their "fit" within each of their respective neighborhoods and locations along the 14.6-mile alignment.
- East Side Access Project - Grand Central Terminal, New York, NY: Station Design Advisor providing on-site station design advisory services to the East Side Access Project Team for the Grand Central Terminal facility modifications. A deep-rock station consisting of 8 tracks and 4 -1020' long platforms in two rock caverns will be added under the present Grand Central Terminal facilities for the exclusive use of the Long Island Rail Road commuter operation. Mr. Tilden assisted the team with patronage flow analyses as well as the life-safety considerations for this very complex addition to the world famous WTC landmark.
- Korea High Speed Rail Project, Seoul, Korea: Assistant Director, Architectural Design Department, along with his Korean counterpart, Doug was the co-leader of an Integrated Project Management Organization (IPMO) team responsible for the architectural, structural, mechanical, electrical, and life safety engineering design management of the five high speed rail stations to be constructed between Seoul and Pusan, along the 410km-long Korea High Speed Rail Project alignment.
- Athens METRO Project, Athens, Greece: Chief Architect responsible to lead the architectural



effort associated with the renovation and restoration of the existing Athens METRO Line 1 (ISAP) consisting of 26kms and 23 stations. Later on the project, Doug became additionally responsible for all architectural aspects of the U.S. \$2.8 billion, Phase 1 Athens METRO Project consisting of two new subway lines and 20 stations, four of which occur at line intersections thereby accommodating passenger transfer, as well as being responsible for the design management of the maintenance depot and various support facilities.

- Taipei METRO Project, Taipei, Taiwan: for the Department of Rapid Transit Systems (DORTS) for the U.S. \$16 billion, 86km METRO Project, Mr. Tilden served as the Director of Division 5, a counterpart of DORT's division in charge of systemwide joint development. He was responsible for advising the client organization in regard to all aspects of their joint development program policies and procedures. His tasks included the preparation of design criteria manuals, the performance of design reviews, and the implementation of recommendations for approximately 50 joint development buildings to be built in conjunction with the rapid transit system.
- Miami METRORAIL Project, Miami, FL: As Vice President in charge of a private consulting office in Miami, Mr. Tilden had the responsibility for all architectural aspects of the new \$1.1 billion, 22-mile, 20-station elevated rapid transit system as well as the management of the 25-staff member HWA architectural team on location in Miami. His primary functions included design management of the 20 stations and their adjacent sites, addressing all architectural issues with the client, making various presentations to local, state, and federal reviewing agencies, and was as well, a member of the mayor's "speakers task force" advocating the system's benefits to the media and the community at large.
- Washington METRO Project, Washington, D.C.: Architectural Designer for the 86-station, 101-mile rail transit system, consisting of underground, ground level and elevated alignments and stations. The development and implementation of a strong systemwide architectural identity has resulted in the system being recognized worldwide as one of the most architecturally significant rail transit systems of the century. Mr. Tilden's responsibilities included the production of standard and directive drawings defining the project's systemwide approach to material usage and detailing, standardized placements of station elements, and the production of procurement documents for graphic signage.



Taipei METRO



**EXHIBIT 4 REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: Douglas A. Tilden, AIA

**REFERENCE NO. 1**

Name: Leonidas Kikiras

Firm: Santiago Calatrava, S.A., Athens Office

Title: Consulting Engineer, Project Engineer

Address: 44 Kifissias Avenue, Marousi 15125, Athens, Greece

Telephone: 30-697-727-8200

**Description of service provided:**

Chief Architect responsible to lead the architectural effort associated with the renovation & restoration of the existing Athens METRO Line 1 (ISAP) consisting of 26kms & 23 stations.

**REFERENCE NO. 2**

Name: Tad Leithead

Firm: Cousins Properties Incorporated

Title: Senior Vice President - Development

Address: 2500 Windy Ridge Parkway, Suite 1600, Atlanta, GA 30339

Telephone: (770) 857-2392

**Description of service provided:**

Project Manager for the Cobb County Transit Implementation Study to develop an implementation plan for the envisioned light rail transit system from the City of Atlanta to the City of Marietta and further to the City of Kennesaw.



NAME OF KEY PERSONNEL: Douglas A. Tilden, AIA

**REFERENCE NO. 3**

Name: Tad Weigle

Firm: Bechtel Infrastructure Corporation (BINFRA)

Title: Senior Transportation Consultant

Address: 31 Hidden Creek Road, Wintergreen, VA 22958

Telephone: (434) 361-0303

**Description of service provided:**

Mr. Tilden was the Chief Architect for the Athens METRO and the Project Manager for the Cobb County Study.

**REFERENCE NO. 4**

Name: Ralph Mason

Firm: Ralph Mason P.E. Engineering Consultant

Title: Principal

Address: 3190 Diablo View road, Lafayette, CA 94549

Telephone: (925) 285-9364

**Description of service provided:**

Mr. Tilden had the responsibility for all architectural aspects of the Miami METRORAIL Project.



## Walter Kreutzen • Project Financing Manager

Wally Kreutzen is a results-oriented executive with demonstrated leadership experience in accomplishing what others said, “could not be done.” He served as senior executive of start-up organizations that resulted in completion of the first modern toll roads in California, initial implementation of the first Great Park of the 21st Century, development of an award winning city, and successful implementation of a west coast regional office for a national financial consulting firm. He is an experienced project implementer skilled in large, difficult projects where he has coordinated teams accessing \$2.7 billion in project revenue-supported non-recourse financings; obtained private, state and federal funding for infrastructure projects; facilitated project development during the planning/environmental processes, through construction and into operations; developed community consensus and support for projects; and represented organization and projects before the public, investors and state and federal elected and appointed officials.

*Wally brings a specialized and high-powered background in investment banking, financial analysis, and innovative finance to the PMSC team.*

### Experience

- City of Irvine, Irvine, CA: Assistant City Manager—Capital and Special Projects, responsible for the development and coordination of a comprehensive Capital Improvement Program and funding program for the city’s infrastructure and public building needs throughout build-out. Wally also served as the city’s staff legislative advocate at the state and federal level for funding and implementation legislation and developed and negotiated Public-Private Partnerships for city capital and special projects.
- Orange County Great Park Corporation, Orange County, CA: Chief Executive Officer responsible for the planning, design, construction and operation of the 1347-acre Orange County Great Park; represented the corporation before community, business, governmental and development organizations; and working with others, implemented the first Great Park of the 21st Century based on sustainable design.
- Transportation Corridor Agencies, Orange County, CA: Chief Executive Officer who directed the planning, design, financing, construction and operation of 67 miles of urban tollways; represented the organization before state/federal legislators, local business, development and community leaders and the international financial markets; and implemented state of the art technology and creative marketing programs.
- Evensen-Dodge, Inc. (Purchased by Public Financial Management in 2003), California: Senior Vice President responsible for providing client services in the development and execution of capital financings. Coordinated business development, client interface, and project management activities and successfully opened and implemented the west coast regional offices for a national recognized firm.
- City of Irvine, CA: Director of Administrative Services/Treasurer responsible for directing finance, treasury, human resource, budget, economic development, purchasing, risk management and MIS functions for start-up organization. During his tenure, Wally implemented several private sector concepts into a public organization.



**EXHIBIT 4 REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: Wally Kreutzen

**REFERENCE NO. 1**

Name: William Woollett, Jr.

Firm: Transportation Corridor Agencies (TCA)

Title: Former CEO (Retired) and Current Acting CEO

Address: \_\_\_\_\_

Telephone: (949) 754-3413

**Description of service provided:**

Served as Chief Financial Officer for the Transportation Corridor Agencies under  
Mr. Woolett.

**REFERENCE NO. 2**

Name: Lisa Mills

Firm: Orange County Transportation Authority (OCTA)

Title: Former CEO

Address: \_\_\_\_\_

Telephone: (714) 938-3878

**Description of service provided:**

Served as CEO of Transportation Corridor Agencies with Ms. Mills who served in parallel as  
General Manager of the Orange County Transportation Authority.



NAME OF KEY PERSONNEL: Wally Kreutzen

**REFERENCE NO. 3**

Name: Susan Withrow

Firm: \_\_\_\_\_

Title: Former TCA Board Member and Board Chairwoman

Address: \_\_\_\_\_

Telephone: (949) 568-0419

**Description of service provided:**

Served as Chief Financial Officer and CEO for the Transportation Corridor Agency,  
responsible for project finances. Ms. Withrow was a Member of the Board.

**REFERENCE NO. 4**

Name: Colleen Clark

Firm: Orange County Great Park

Title: Deputy Chief Executive Officer

Address: 7000 Trabuco Road, Bldg. 873, P.O. Box 19575, Irvine, CA 92623-9575

Telephone: \_\_\_\_\_

**Description of service provided:**

Worked with Ms. Clark as her direct supervisor while CEO of the Transportation  
Corridor Agencies. Ms. Clark was Deputy CEO and Director of Finance.



## Terry Gruver • Public Outreach Manager

Terry Gruver provides over 20 years of experience in public involvement, communications, presentations and publishing. She has extensive experience in designing and implementing Public Involvement Plans (PIP) for transit projects. Her public involvement responsibilities have included strategizing methods for program development and implementation, developing graphics and graphics themes; facilitating citizen, stakeholder, and agency task force work sessions; making presentations to community groups and city council commissions; and designing, writing, and producing a full range of presentation and technical materials including technical reports, articles, project brochures, newsletters, and on-screen presentations for public meetings and open houses.

Of particular relevance to the PMSC assignment, Terry served as public involvement manager for the Central Phoenix/East Valley Light Rail Transit (METRO) project, from the PE/EIS phase, through a successful transit funding ballot initiative, and into environmental, engineering, and construction planning phases for the final alignment and station locations of a 20-mile LRT starter system.

### Experience

- Central Phoenix/East Valley Light Rail Transit Project (METRO), Maricopa County, Arizona: public involvement manager for an advanced planning study for a \$4.9-million Preliminary Engineering and Draft Environmental Impact Statement for a light rail transit system. The 23-mile project links Central Phoenix with Tempe and Mesa. She was responsible for managing an extensive \$1.5-million public involvement program involving station area planning, website, surveys, speaker's bureau, and project displays at public events. She supervised a nine-member public involvement staff including graphics personnel, oversaw all graphics production and public involvement events, and coordinated public involvement activities closely with each of the three cities and the regional agency involved in the project.



*METRO Light Rail Photosimulation*

- Washoe County Regional Transportation Commission (RTC) New Transit Centers Project, Reno, NV: public involvement task manager for this project to design and relocate existing transit centers in Reno and Sparks. The \$34 million project was initiated by the RTC of Washoe County to improve bus operations, enhance downtown amenities for passengers and passersby, and develop new revenue opportunities to help fund transit services. Project elements include planning, design, and associated plans and documents for the new centers with an emphasis on addressing the communities' needs and a distinctive aesthetic approach to the new facilities.
- Valley Metro/RPTA Capital Facilities Consultant, Maricopa County, AZ: public involvement task manager for this multi-task, on-call project to provide technical support services on a wide variety



of work tasks including bus capital and facility planning projects; strategic planning for future transit capital and facilities; and preparation and updates to transit facility development policies and guidelines. Each assignment requires a separate agency/public involvement approach. Terry worked closely with RPTA staff to identify stakeholders and develop involvement strategies and activities.

- ADOT Regional Freeway Program, Maricopa County, Arizona: public involvement liaison between the management consultant and the Arizona Department of Transportation (ADOT) for the \$2.8-billion I-17 and Loop 303 freeway corridors. These corridors are part of the Phoenix metropolitan area's 20-year multimodal Regional Transportation Plan. Terry is responsible as a dedicated liaison for providing corridor status information, graphics and visualizations. She coordinates communication between the design teams, ADOT, and ADOT's public involvement consultants.
- Gilbert/East Valley Transit Systems Plan, Gilbert/East Valley, Arizona: public involvement task manager for this study to define transit needs in this rapidly growing region of Maricopa County, Arizona. Study activities included identifying significant trip generators and attractors, and developing a plan of appropriate technologies or services to effectively and efficiently connect key origins and destinations. The end product is a service plan developed to provide basic transportation investment and planning alternatives that meet Gilbert's specific travel needs and coordinate with adjacent East Valley plans. Terry's responsibilities included developing and implementing a public involvement plan, including working with a Technical Advisory Committee and conducting East Valley Transit Forums and public events to obtain input for developing the service plan. She was also responsible for producing technical reports and presentations.

*Coalescing multiple perspectives into a single objective is something Terry has accomplished on several previous projects.*



**EXHIBIT 4 REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: Terry Gruver

**REFERENCE NO. 1**

Name: Howard Steere

Firm: Valley Metro Rail

Title: Public Involvement Manager

Address: 101 North 1<sup>st</sup> Avenue, Suite 1300, Phoenix, AZ 85003

Telephone: (602) 322-4476

**Description of service provided:**

Public Involvement Manager for the Central Phoenix/East Valley Light Rail Project.

**REFERENCE NO. 2**

Name: Chris Tschirhart

Firm: Regional Transportation Commission of Washoe County

Title: Project Manager

Address: 1105 Terminal Way, Suite 108, Reno, NV 89502

Telephone: (775) 335-1876

**Description of service provided:**

Public Involvement Manager for the Transit Centers Relocation projects.



NAME OF KEY PERSONNEL: Terry Gruver

**REFERENCE NO. 3**

Name: Matt Burdick

Firm: Arizona Department of Transportation

Title: Acting Division Director, Communication and Community Partnerships

Address: 206 South 17<sup>th</sup> Avenue, Mail Drop 118A, Phoenix, AZ 85007

Telephone: (602) 712-7049

**Description of service provided:**

Public involvement liaison between ADOT, its public involvement subconsultants, and  
ADOT management consultants for ADOT Regional Transportation Plan projects.

**REFERENCE NO. 4**

Name: Mary O'Connor

Firm: City of Scottsdale

Title: General Manager – Transportation Department

Address: 7447 East Indian School Road, Suite 205, Scottsdale, AZ 85251

Telephone: (480) 312-7696

**Description of service provided:**

Public involvement services on a variety of transit projects.



## 3.2 ADDITIONAL KEY STAFF

### *Michael I. Schneider • PMSC Managing Principal*

Mike Schneider's 35-year career has spanned urban and intercity transit and rail, highway and toll road development, innovative financing programs, and public-private partnerships for infrastructure development throughout the world. Professionally, Mr. Schneider is a civil engineer, urban planner, and transport economist whose primary area of expertise is the planning and development of transportation systems and facilities. He has managed corridor studies, investment strategies, economic and financial evaluations, feasibility assessments, alternatives analyses, transportation improvement plans, and design programs that have led to the development of systems for virtually all modes of transportation.

Throughout his successful business and entrepreneurial activities, Mike remained firmly rooted in his professional practice, authoring some 75 publications and juried publications in the fields of finance, technology, planning, transport, project delivery and management. He maintains an enviable list of clients spanning government, industry, academia and global business. Mike is a frequent speaker at industry conferences and a lecturer at universities and academic institutions, and is active in local civic and community affairs, including serving as a Transportation Commissioner in his residential town of Laguna Beach, California.

### Experience

- Oahu Primary Corridor Transportation Project, Honolulu, Hawaii: project director for a major study and design program aimed at developing a transportation solution for Honolulu's key urban corridor. The project incorporated significant community involvement and analysis of a number of rail and bus alternatives through a major investment study (MIS) sponsored by the Federal Transit Administration.
- Honolulu Rapid Transit Development Program, Hawaii: principal-in-charge of this multi-faced program which included:
  - Alternatives Analysis/Draft Environmental Impact Statement: principal-in-charge of this FTA-funded AA/DEIS for the City and County of Honolulu Department of Transportation Services which evaluated 11 alternatives for an 18-mile corridor stretching from Pearl Harbor through downtown Honolulu, and then to Waikiki and the University of Hawaii at Manoa. The 11 alternatives included no build, transportation systems management (an enhanced all-bus alternative), and nine fixed guideway alignment options (six full-corridor alternatives and three minimum operable segments). Technologies evaluated were rubber tires on concrete, beam-straddling monorail, steel wheels on steel rails, and maglev. Each alternative was evaluated in terms of its impact on land use and economic activity; air and noise quality; water and ecosystems; parklands and neighborhoods; visual, aesthetic, historic, and archaeological resources; and transportation (transit and highway network, current and projected travel patterns, and existing bicycle, pedestrian, and parking facilities). Under Mike's direction, a financial feasibility analysis was conducted which identified existing and potential funding sources and determined their ability to meet each alternative's capital, operating, and maintenance costs. The AA/DEIS resulted in the selection of a \$1.7 billion locally preferred alternative—a 17.3-mile fixed guideway system that was subsequently modified to a 16-mile, automated, elevated fixed guideway system using electrically powered cars with rubber-cushioned steel wheels on steel rails.
  - System Procurement: principal-in-charge of the preparation of documents for the turnkey procurement of a 16-mile fixed guideway system with 22 stations, three park-and-ride lots,



and a maintenance facility. Mike and the project team participated in the development of all procurement documents including a Request for Proposals, special and technical provisions, operations and maintenance provisions, plans, profiles, and station concept plans. The documents were then issued by the City and County of Honolulu Department of Transportation Services to transit suppliers interested in designing, building, and operating the fixed guideway system. The procurement process was unique in two respects: no technology was specified in order to encourage suppliers to submit proprietary designs based on their preferred mode; and the process was initiated prior to the start of preliminary engineering to allow the selected supplier to be an active participant in the PE phase and to focus the engineering, design, and final EIS on the selected technology: an automated, elevated steel-rail fixed guideway system using electrically powered cars with rubber-cushioned steel wheels.

- Preliminary Engineering/FEIS: principal-in-charge of the general engineering consultant team. In addition to preparing all environmental studies required for both a supplementary DEIS and the final EIS, the team provided architectural design services for the stations and architectural/engineering CADD drafting support. Mike's responsibilities included short- and long-term service planning to refine the feeder-bus network defined during the AA/DEIS; patronage forecasting; financial planning; civil engineering support for roadway modifications and traffic maintenance planning; ROW planning support; utilities relocation; assistance with guideway alignment; and review of contractor design submittals.
- Tel Aviv Metropolitan Area Rapid Transit System (TAMAR), Tel Aviv, Israel: principal-in-charge and project director of the planning and design studies that evaluated the feasibility of mass transit service connecting Tel Aviv to adjacent cities and municipalities within the "Dan" metropolitan area—an area that houses approximately 2.35 million people. The study, which was conducted for the Municipality of Tel Aviv, considered all leading-edge technologies for the mass transit system, which will be a suburban railroad with underground segments in densely populated urban areas and above-ground connections in locations where that solution is deemed cost effective and viable. The ultimate goal is to have the TAMAR system integrated as part of a mass transit network encompassing several modes—heavy rail, light rail, and buses—serving the Tel Aviv/Jaffa metropolitan area. Mike is directed a joint venture including the French firm Sofretu plus three subconsultants, the Israeli planning firms D.E.L., Baran, and Tahal.
- Jerusalem Rail Transit Program, Jerusalem, Israel: principal-in-charge of a study for the Jerusalem Transportation Masterplan Team (JTMT) to assess the feasibility of a rail transit system for Israel's capital city. Mike directed a four-pronged study scope that comprised a travel demand analysis in which EMME/2 software was used to identify principal transportation corridors, trip generation and distribution, mode choice, and level-of-service requirements; a technology assessment of the principal demand corridors to determine their suitability for rail given land use plans, development scenarios, and right-of-way requirements; an alternatives analysis in which ridership estimates will be developed, service levels determined, and environmental and socioeconomic impacts assessed to identify alternatives for an integrated bus/rail/roadway network; and identification of the preferred alternative.
- Salt Lake City Expanded Bus and LRT System, Utah: Mike was involved in every aspect of the development of this \$200 million, 15-mile 17-station light rail system, beginning with the initial alternatives analysis and continuing through to the preliminary engineering phase:
  - I-15/State Street Corridor Alternatives Analysis/Draft Environmental Impact Statement: principal-in-charge and project director for an alternatives analysis of the 18 miles comprising the highest priority corridor in the Salt Lake City region. The AA/DEIS, jointly sponsored by the FTA and FHWA,



was conducted for the Wasatch Front Regional Council. Under Mike's direction, 12 highway and transit improvement combinations were evaluated including no build; transportation systems management; the addition of one to two general purpose or HOV lanes to I-15; the addition and/or reconstruction of selected interchanges; local street improvements; and light rail transit on State Street, in the central business district, and on the Union Pacific Railroad right-of-way. The alternatives were assessed for their impacts on wetlands, cultural resources, parks and recreational areas, agricultural lands, floodplains, neighborhoods, noise and air quality, and traffic levels. A 15-mile light rail line supported by an expanded bus system and local street and highway improvements was selected as the locally preferred alternative.

- Salt Lake City Expanded Bus and LRT System Advanced Planning/Preliminary Engineering/Final Environmental Impact Statement: principal-in-charge of the advanced planning, preliminary engineering, and final EIS for a 15-mile, 17-station light rail transit system whose alignment passes through Salt Lake City's central business district and then south to the neighboring community of Sandy. The \$312 million project opened for revenue service in December 1999, \$20 million under budget and 1 year ahead of schedule.
- Westside Light Rail Project, Portland, Oregon: principal-in-charge during the SDEIS/preliminary engineering phase and chairman of the committee of principals during the final civil design of this \$692 million, 11.5-mile westward expansion of the Banfield Line. The Westside Line has 11 stations (one underground and ten surface), two multimodal transit centers, and five park-and-ride lots. The alignment is primarily at grade, except for one segment in steep hills; there, the alignment is tunneled through soft ground and hard rock. During the SDEIS/PE phase, Mike and the project team updated the DEIS to reflect changed conditions in the corridor during the 5-year gap between the FTA's approval of the AA/DEIS and the initiation of preliminary design. Other preliminary engineering tasks were focused on geotechnical investigations of tunneling alternatives and preliminary design of the selected option—a 3-mile, twin-tube tunnel with a 260-foot-deep mined cavern station connected to surface facilities by high-speed elevators.





## 4. Availability of Key Staff

### 4.1 AVAILABILITY OF KEY PERSONNEL TO THE HONOLULU PROJECT OFFICE

We have selected staff for all key positions identified by the City in the Request for Proposals. These individuals are available full time in the Honolulu project office and will be fully accessible to the City and the PE/EIS contractors. This type of engagement requires such accessibility, and our staffing and mobilization meets that requirement. The full time, key staff positions are as follows:

- Project Manager
- Engineering (QA/QC) Manager
- Environmental Planning Manager
- Purchasing/Contracts Manager
- Project Financing Manager
- Public Outreach Manager
- Architect Manager

**Exhibit 6** on the next page provides the percent of each individual's time committed to the project, pursuant to the personnel requirements outlined in the RFP. Please note that the percent of time for several key staff does not calculate to 100% using the formula required by Exhibit 6; however these positions will be assigned full time (100%) per the mobilization plan provided in Section 4.2 of the Proposal.

Within our proposed staffing plan, we call to the City's attention two particular items. First, as we described in Section 3, we have selected Charles Katsuyoshi as our Purchasing/Contracts Manager. We had - and still have - a number of candidates for this position, but we felt Charles' past contract and procurement experience with the City and State makes him an excellent candidate for this position. As the Honolulu City/County staff may be aware, Charles retired from his role as Central Contracts and Purchasing Administrator the City in September of 2006. We may need to obtain a determination as to any potential conflict in employing Charles prior to his one year retirement anniversary. Should it be determined that we must wait until September to use Charles, or for any other reason need to utilize another candidate, we have the ability to immediately commit either of two senior contract/procurement professionals from the mainland with equally positive qualifications, each of whom is available to relocate full time to the Honolulu PMSC Project Office.

Second, the City's RFP requests the Public Outreach Manager to be available part time in Honolulu commencing in May 2007, and then moving to full time from July 2007 onward. Terry Gruver, our Public Outreach Manager is available immediately, part time, through July 2007 in the Honolulu office. Terry will develop the Public Involvement Plan (PIP) working with City staff, and begin implementing the program. In addition, Terry will work with the City's project manager and staff to identify the ideal mix of local and national expertise needed to support the public outreach program. This approach provides the City maximum flexibility to determine whether it is in the best interest of the project to have a local public outreach manager, or continue with Terry in this role. Regardless of the decision, and recognizing the importance and sensitivity of local outreach and public involvement activities, InfraConsult has the ability to provide a full time manager in the Honolulu office throughout the duration of the program.



**EXHIBIT 6 AVAILABILITY OF KEY PERSONNEL TO THE HONOLULU PROJECT OFFICE**

Name	Position	% of Time*
Simon Zweighaft	Project Manager	100%
Bill Stead	Engineering(QA/QC) Manager	83%
Susan Robbins	Environmental Planning Manager	83%
Charles Katsuyoshi	Purchasing/Contracts Manager	100%
Wally Kreutzen	Project Financing Manager	93%
Terry Gruver or new local hire	Public Outreach Manager	80%
Doug Tilden	Architect Manager	83%

Add additional lines as necessary.

\* “% of Time” represents the number of months an individual is proposed to work in the Honolulu Project Office:  $\frac{\text{Number of months in Honolulu Project Office}}{\text{Denominator = 30 months}}$

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Availability of Key Personnel to the Honolulu Project Office

EXH 6-1



## 4.2 MOBILIZATION PLAN

Figure 4.1 shows the schedule for the InfraConsult team's mobilization in Honolulu. We have developed this schedule in anticipation that work will start around the beginning of April. Our proposed budget includes an initial airfare from their current location for each plus a return airfare at the end of their assignment. We also have included funds in our plan for our long term personnel each to be housed initially for up to one month in a hotel or short stay apartment with a per diem allowance. After that period of time each person is expected to be able to find his/her own permanent housing. Relocation costs which are being paid to our employees is included in our project rates and we do not expect to charge relocation as a direct expense except for the initial airfare and 30 day settling-in costs identified above.

The initial staff will bring an initial amount of computers and related equipment with them, but these are not expected necessarily to be compatible with or supplied with all of the software expected for the integrated project office, so a budget allowance is provided for computers and related office equipment. We will carefully control initial expenditures on this budget, limiting purchase to absolutely necessary equipment because once the PE/EIS consultant is selected we want to have sufficient funds to ensure compatibility with their system.

Since a complete integrated project office is to be established upon selection of the PE/EIS consultant, we have anticipated the need for temporary office space to house our employees. We have made arrangements for two offices to cover the needs of four people during the period between the NTP for the PMSC and the availability of the project office which we assume will be approximately six months. It is our assumption that the project office site will be selected after the PE/EIS consultant is identified, since

**FIGURE 4.1: MOBILIZATION PLAN**

Name	Position	April	May	June	July	August	
Michael Schneider	PMSC Principal						
Simon Zweighaft	PMSC Project Manager						»»
to be named	Project Clerical Support						»»
to be named	Project Clerical Support						»»
Susan Robbins	Environmental Planning Manager						»»
Terry Gruver	Public Outreach Manager						»»
to be named	Graphics Support						»»
Susan Tilden	Land Use Manager						»»
Raymond Sosa	Rail Transit Planner						
Bill Stead	Engineering (QA/QC) Manager						»»
Jurgen Sumann	Systems Engineering Manager						»»
Doug Tilden	Architect Manager						»»
Clint Chapin	Scheduler						»»
Wally Kreutzen	Project Financing Manager						»»
Charles Katsuyoshi	Purchasing/Contract Manager						»»
to be named	Document Control Clerk						Starts Jan '08
Claudia Elliott	Configuration Management Planner						

Full Time in Honolulu

Key

Part Time

Full Time



the full amount of space required will not be known until that time. Once the space is selected, it will take several weeks to execute a lease and an additional month or two to refit the space to meet the project's requirements. At the City's option, we are prepared to include the permanent office space within our contract with a suitable adjustment for the lease costs and our administration.

The InfraConsult temporary office space is located at 500 Ala Moana Boulevard, Honolulu, 96813. The location is convenient to the City Department of Transportation Services office with a distance of less than one mile. Our arrangements for this space are on a month-to-month basis and some flexibility is available to increase the space if the requirements of the project so dictate.



*InfraConsult's temporary  
Honolulu office space*





## 5. Range of Staff Services to be Provided

We have organized and planned our team around the concept that all work will be produced and managed by staff working full time in the Honolulu office. There are a few exceptions to this approach when specialized expertise is required that is not practical to maintain full time in Honolulu. In these very limited cases we have identified or made budgetary provisions to obtain the necessary resources on a limited time period basis with our existing executive staff or through subconsultants and expert resource personnel who may do their work in Home Offices or travel to Honolulu for short periods of time. These instances are described in the paragraphs below.

Our proposed range of services includes all of the services described in Section 3.0 of the RFP and also several additional activities that we believe the Honolulu core staff can perform without detracting focus from the City's scope. These additional activities are, in our opinion, vital to the success of the project and are tasks which can best be accomplished by the PMSC/City Staff team rather than assigning them to the PE/EIS consultants or other consultants. Our logic is that the PMSC staff is performing the function of public agency staff as opposed to consultants and design production people. Our project manager, Simon Zweighaft, spent 17 years as a public sector employee on three major fixed guideway projects and has a good feel for the differences in roles of the design consultants as opposed to the agency management team.

The paragraphs below include descriptions of services provided according to the scope presented in the City's RFP, section 3.2, Description of Services. Proposal section 5.1 corresponds to RFP section 3.2.1; proposal section 5.2 corresponds to RFP section 3.2.2, and so on. The lettered tasks in the Proposal correspond directly to those in the RFP.

Regardless of task assignments, we stress that we are providing an integrated team and the entire Honolulu core staff will be jointly responsible for seeing that the work is completed in a timely manner to a high standard of quality. Many of the individuals we have proposed have skills well beyond their designated technical specialties and we intend to draw upon all of those skills as necessary to produce our work.

### SERVICES PROVIDED IN THE HONOLULU PROJECT OFFICE

The project activity groups and their related tasks that are described in this section will be provided by staff in the Honolulu project office.

#### 5.1 GENERAL PROJECT MANAGEMENT

##### *Task a) Policy and Procedure Manuals*

Any major project should be initiated with the preparation of a Project Management Plan. In the Organization and Management Plan section of this proposal (section 6), we describe our overall approach to the project and our expectation that one of our major tasks will be the preparation of the Project Management Plan (PMP) that communicates to all participants the project objectives and the method



and resources to be used in meeting them. The Project Management Plan and its updates will be produced by our Honolulu-based staff.

Just as a Project Implementation and Management Plan is needed on large, complex projects involving many participants, so, too, is the need for a comprehensive set of Management Procedures, especially within an integrated project office. In such an office, the staff from various organizations are typically familiar with their own organization's administrative and management procedures. But for such a staff, use of those "home office" procedures would quickly create a situation of chaos. Thus, a comprehensive set of Management Procedures, unique for the integrated project office, is a necessity. Furthermore, it fosters a sense of cohesiveness.

Our Honolulu-based team will produce a Management Procedures Manual for the project office. Its objective will be to establish a uniform approach to the conduct of operations within the project office that will result in consistency, predictability, reliability, and the City's satisfaction. It will be issued for the use and instruction of all project staff at all levels involved in the management, administration and execution of the project. In addition to serving as an important communications tool for all project office participants, it will also assist the City/PMSC team to ensure that our PE/EIS Consultant is in compliance with those policies and procedures required under their contract's terms and conditions. Typically, each procedure will include the following items:

- Purpose;
- The action(s) governing when the procedure applies;
- The detailed steps to be followed; and
- The approvals necessary.

Additionally, the distribution of products produced, if any, associated with execution of a procedure will also be noted.

Our Honolulu staff key personnel who have been involved in developing Project Procedures Manuals, include Simon Zweighaft (while leading Miami, Los Angeles, Baltimore, and Hudson Bergen rail projects) and Bill Stead (while leading both agencies and projects in San Francisco, Boston, New York, and Athens).

We will produce the Management Procedures Manual following the City's approval of its outline. A sample outline, based on the needs of another project in very preliminary form, is shown in Figure 5.1: Management Procedures Outline.

An initial Management Procedures Manual will be required in the early months of the PE/EIS effort, but it is the kind of "living document" that will be continually revised during the life of the PE/EIS and into subsequent phases.

Three of these procedures will be complemented by plans that are required submittals for any FTA funded projects. These are:

- 1) The Configuration Management Plan;
- 2) The Quality Plan (also called the QA/QC Plan); and
- 3) The Risk Management Plan.

These plans are described in the following sections. As shown in Figure 5.2, there are many other plans which are required by FTA to be developed during the PE/EIS efforts and the PMSC will have a role in



### FIGURE 5.1: MANAGEMENT PROCEDURES OUTLINE

**General (000 Series):**

- 001 Project description
- 002 Purpose of Procedures Manual
- 003 Development/revision of procedures

**Project Management (100 Series):**

- 101 Role of the City/PMSC Team
- 102 City/PMSC organization chart
- 103 Organizational changes
- 104 PE/FEIS Team
- 105 Approval Authorities
- 106 Management Committee
- 107 Staff meetings
- 108 Weekly coordination meetings
- 109 Project communications
- 110 Internal management audit
- 111 Quarterly status reports
- 112 Ethical Practices

**Project Control (200 Series):**

- 201 Work breakdown structure
- 202 Work authorization
- 203 Home office support
- 204 Work order numbering system
- 205 Critical action items list
- 206 Schedule control MIS reports
- 207 Cost control MIS reports
- 208 Current working estimate
- 209 Engineering budget control
- 210 Monthly progress reports
- 211 Weekly status reports
- 212 Contract numbering system
- 213 Capital cost estimating
- 214 Confidentiality of cost data
- 215 Cost reduction proposals
- 216 Life-cycle cost studies

**Project Integration (300 Series):**

- 301 Configuration management
- 302 Change control
- 303 Interface Control
- 304 Quality assurance/quality control (QA/QC)
- 305 Design review teams
- 306 Design review committees
- 307 Design review scheduling

**Project Administration (400 Series):**

- 401 Project Procedures
- 402 Personnel roster
- 403 Personnel practices
- 404 Cost accounting
- 405 Time sheets
- 406 Expense reports
- 407 Overtime approval
- 408 Invoicing
- 409 Payment of vendors
- 410 Document control system
- 411 Correspondence control
- 412 Procurement authorization
- 413 Supplies requisitioning
- 414 PC usage and software
- 415 Inventory control
- 416 Project office library
- 417 Vehicle usage policies and log
- 418 Vehicle servicing
- 419 Leases
- 420 Public information management
- 421 Office services
- 422 Insurance
- 423 Travel/relocation
- 424 Mail room operation

**Contracts (500 Series):**

- 501 PMSC contract administration
- 502 PE/FEIS contract administration
- 502 Contract amendments
- 503 Professional services procurements
- 504 Contract auditing
- 505 Subcontract administration
- 506 Contract close out
- 507 DBE compliance

**Technical (600 Series):**

- 601 CADD standards
- 602 Technical reports
- 603 Design criteria
- 604 Rights of entry
- 606 Contract unit descriptions
- 607 Value engineering
- 608 Risk assessment
- 609 Utility company contacts
- 610 Design policies



review and/or development of these plans, but the three specific plans below involve significant efforts that are also reflected in the Management Procedures during the PE/EIS phase.

### The Configuration Management Plan

The discipline of configuration management was established some years ago by the aerospace industry as a safeguard to ensure that all design is evaluated for primary and secondary impacts, that design changes are controlled and that overall accountability is achieved. While building a rail transit system is not as complex as putting a man on the moon, we all will be subject to internal and external demands for dissemination of current and accurate information during design, construction and operations.

Our Honolulu-based staff will lead the production of the Configuration Management Plan and oversee its implementation. We have also selected a specialty subconsultant, LKG-CMC, who will provide assistance to us, working in Honolulu for the time that their effort is required. LKG-CMC's Claudia Elliott is particularly well-suited to this effort, having provided all or a significant portion of the configuration management plans for more than 10 New Starts programs including BART SFO Extension, Denver RTD FasTracks, Los Angeles Pasadena and Eastside Light Rail, San Diego Oceanside to Escondido, and Central Phoenix/East Valley Light Rail.

Our initial objective will be to develop the Configuration Management Plan and its implementation schedule. In particular, we will:

- Define the purpose of the Configuration Management Program.
- Establish criteria for determining what project documents are subject to control and who receives controlled copies.
- Set forth the goals of the design policy directive, design review, and change control processes.
- Define change control and the powers and membership of the Change Control Board/Committee.
- Establish the requirements for a Document Control Center.

We will provide a configuration management control process that defines, identifies, controls, and records status of the project baseline. Our approach to control of all documents will be to maintain an accurate historical record, thereby providing valuable support and up-to-date information to as work proceeds and issues arise in subsequent phases.

### FIGURE 5.2: FTA-REQUIRED PE PHASE INPUTS INTO THE FINAL DESIGN PHASE PROCESS

- Project Management Plan
- Project Budget
- Master Schedule
- Preliminary Implementation Plan
- Performance Specification
- Design Criteria
- Interface Plans
- Configuration Control
- Final EIS
- Master Utility and Government Agreements
- System Safety Program Plan
- System Security Program Plan
- Preliminary Procurement Plans
- Real Estate Acquisition Negotiations/Agreements
- Preliminary Construction Plans
- Preliminary O&M Plan
- Preliminary Capital and O&M Costs
- Record of Decision



Furthermore, the plan will address the interface among the project team members during implementation and the orderly transition of all controlled project documentation to the City of Honolulu at the appropriate time.

There are five major elements at play in configuration management that each must be rigorously maintained in order to achieve successful configuration control. They are 1) Baseline Project Description 2) Change Control, 3) Interface Management, 4) Design Review Management, and 5) Document Control.

The plan will also define the requirements for a configuration control group. This group will provide the basic services necessary to ensure conformity with all required policies and procedures including:

- Implementation of configuration control requirements as defined by the configuration management plan and applicable procedures.
- Defining configuration control requirements for all contracts, design and procurement specifications compatible with project requirements.
- Ensuring control of design through defining requirements to Document Control Center for drawings, releases and revisions and through requirements for processing changes to baseline documents.

**Baseline Project Description.** A document describing the system being developed is a prerequisite for configuration management. The concept is to supply this information to all project participants and to notify those participants whenever there is a change in the project. The initial project description will be the Locally Preferred Alternative as adopted by the Honolulu City Council. This will be the starting point for the ensuing PE/EIS effort.

At some point during preliminary engineering a decision will be reached that the project definition (sometimes called the *project requirements description*) has become sufficiently detailed that further changes to it must be conducted in a controlled manner. At that time a formal Baseline Project Description report will be developed and from that point forward, this baseline will be subject to the change control process.

**Change Control.** As noted above, change control is the process of managing changes to the project baseline through a set of open and rigorous procedures that include establishing an approval mechanism and only accepting changes that have been authorized through that approval mechanism. Typically the management of changes to the baseline is handled through a group designated by the owner and called a Change Control Board or Change Control Committee. The process includes:

- Supporting design organization through assistance in preparing engineering change requests, defining impacts for the changes and preparing presentations of support data for Change Control Board/Committee action.
- Assessing each change request for potential project impacts, ensuring that appropriate project organizations are involved in evaluation.
- Collecting impact statements and, through direct negotiations with responding parties and design disciplines, attempting to resolve all unfavorable responses to the satisfaction of the responder.
- Obtaining cost and schedule impacts for the change.
- Managing and documenting the deliberations of a Change Board/Committee and assisting in the development of recommendations based on overall change status developed through negotiations with affected parties. The configuration control group will ensure support of proposed changes by



appropriate technical disciplines and record progress of Change Board/Committee. Upon resolution of each change, they will obtain signature authorizations via Notice of Action from the chairperson.

- Maintaining consolidated files of each change effort, including change request, responses by all organizations, notes of negotiations, supporting data, Change Board activities, notice of actions, design changes, and package sign-off.
- Preparing a periodic configuration status report to ensure all change activities have been accounted for, and providing data to the Document Control Center for processing.

**Interface Management.** A critical element of configuration control is the implementation of interface control. The configuration management plan will describe methods to facilitate interface control for the project including:

- Developing criteria for the interface management requirements necessary to assure interfaces are properly addressed by all contracts.
- Developing and maintaining identification of all design and performance interfaces between interdependent systems/subsystems. The product of this effort will be criteria for establishment of combined systems verification requirements.
- Actively participating in all design reviews to assess compliance of design elements with interface management requirements, verifying interface integrity across contract limits and assisting in resolution of interface problems that cross contract boundaries.
- Reviewing project specifications and other documentation for adequacy and correctness in treatment of interfaces, resolving conflicts arising as a result of inadequate or erroneous interface treatment.
- Developing a contract monitoring strategy and checklist to provide a systematic approach to review of contract documents for interface requirements compliance. The checklist will be used for review and will be furnished with comments to project management indicating areas of documentation checked and level of interface involvement.

**Design Review Management Function.** The configuration management plan will include procedures for design review coordination for the project. Design reviews will consist of formal structured reviews for the purpose of assuring that the design packages:

- Conform to applicable sections of the design criteria and codes/standards meet accepted industry practices.
- Meet O&M requirements.
- Consider construction/procurement scheduling including milestones and interface with other contracts.
- Achieve cost effectiveness.
- Incorporate comments and actions from previous reviews.

At every level of design review, formal written comments will be required from all reviewers. As the design progresses, team members with special expertise may provide value review and comments of specific features and identify elements worthy of further VE effort. Overall, the design review process will be developed to provide the checks and balances needed to improve the design documents and thereby reduce expensive and time consuming field changes.

FTA recommends that design reviews be held at two stages during the preliminary engineering program— one in progress review and a second towards the end of PE. These reviews could cover the entire project,



but it is also possible with such a large project as the HHCTCP, that each review might cover only portions or elements of the project and thus there could be an ongoing periodic schedule of design reviews during preliminary engineering.

The configuration management plan will document a design review process that includes:

- Preparing and releasing on a periodic basis, schedules for design reviews, including expected receipt of design data, data distribution for review, required date for comment returns, and scheduled design review meetings.
- Assessing each data package submitted for review distribution for:
  - Compliance with project guidelines.
  - Design status compliance.
  - Compliance with each contract requirement.
- Ensuring that each data package distributed for review addresses missing data along with the dates data will be available, comments from previous reviews and pending changes to the design area.
- Preparing meeting agendas, assuring that all appropriate participants are notified for the scheduled time, location and date of meeting and assisting project management in conducting the meetings.
- Maintaining and issuing, on monthly basis, status report consolidating all design review issues and actions.
- Maintaining and updating a package on each design review, reflecting all comments provided the project manager and tracking to closeout; providing post check with commentators to ensure proper closeout; and presenting package to project manager for sign-off.
- Maintaining files to provide status of each design review activity, including all meeting notices, package distributions, comments through closeout and providing data to project personnel when requested.

**Document Control Function.** The implementation of an effective documents control system allows the daily operation to function in an efficient manner. The configuration management plan will describe elements of this system that will be utilized to monitor the project include:

- **Correspondence Logs:** all incoming and outgoing correspondence will be recorded with the pertinent file numbers and responsibility centers. At the end of each period, an exception report will be produced to determine outstanding action items.
- **Contract Drawing Logs:** all contract drawings will be recorded by discipline and current status. Exception reports will be produced on demand.
- **Modification Logs:** all negotiated contract modifications will be recorded by discipline and negotiated amounts.
- **Close Out Deliverable Logs:** This will reflect a list of all contractually required deliverables and the milestone dates.

A Document Control Center will be established to act as the clearing-house for receipt, storage and retrieval of various project documentation by:

- Accepting baseline documents from project sources and provide secure storage.
- Maintaining constant record of all changes to baseline through historical storage.
- Distributing documents to affected organizations.



The Document Control Center will segregate project documentation to identify documents critical to the project and provide copies for disaster file storage in compliance with the disaster plan. This will ensure the ability to reconstruct project data should original files be destroyed.

The Document Control Center will be developed to accept design documents for reproduction and distribution in support of design reviews and changes to design baselines. It will receive, identify, distribute, and store project correspondence, including entry into computer data base management files.

In today's engineering environment e-mail is an important tool to streamline communication on the project including carrying out business activities between the agency and its consultants. Our team promotes the use of e-mail to the greatest extent as electronic information flow will enhance the efficiency on the project. We understand that e-mail information on the project is the property of the City and therefore no expectation of privacy may be assumed. Our team will implement measures and procedures to enhance the effective use of e-mail facilities; promote the reduction of unnecessary paper documents; convey information on the limitation and appropriate use of e-mail and limit the misuse of e-mail. E-mail is a discoverable project record that needs to be preserved for record purposes.

### The Quality Plan

Quality in design services is achieved through the efforts of skilled professionals, effectively employing their judgment and experience and following a deliberate program of QA/QC. To establish such a program for both the integrated project office as well as for those subconsultants working in their home offices, our Honolulu-based staff will prepare a "Design QA and QC Plan" specifically tailored to the Project. The plan's objective will be to clearly articulate to all project participants the procedures and requirements to be followed in order to ensure the preparation of quality products for the City and County of Honolulu. Our policy concerning design QA/QC can be summarized as follows:

- No deliverable document will be released from the integrated project office or officially transmitted the City or a third party without having received a suitable quality review.
- QC reviews will be both scheduled and unscheduled. They may involve internal project team staff, subconsultant staff, special consultants, The City, or other third party agencies. All such reviews will be treated as constructive and potentially beneficial to the quality of the project.
- QA will include the periodic review of compliance with QC procedures in use within the project and the formulation of additions or revisions to these procedures, on an as-required basis, to implement this policy.

The Design QA/QC Plan will explain that the Project's QC program will consist of three components: (1) general quality reviews by management personnel or their designees; (2) formal design reviews involving the integrated project office staff, outside consultants, City staff, and the staff of third party agencies affected by implementation of the project; and (3) the checking of all contract drawings and specifications, as well as relevant calculations, supporting the designs reflected in the drawings.

1. General quality reviews will apply to all products transmitted to either the City or other third parties. Such products will typically include, but not be limited to:
  - Letters, tech memos, manuals, and reports
  - Invoices
  - Concept level drawings and sketches
  - Concept level cost estimates and schedules



During the final design phase, these general reviews will also apply to camera-ready contract documents and subsequent addenda, if any, that will be checked to ensure that all drawings and specifications are sealed, all drawing formats are correct, all necessary signatures are present, all required sheets (cover, index of drawings, etc.) are included and are in the proper sequence, and material or data added, revised or deleted by addenda are clearly indicated. Also, the review of camera-ready documents will include verifications that all final design review comments have been addressed, and a tabulation of outstanding issues, if any, that could result in the preparation of addenda during the bid period is included.

2. Formal design reviews will take place at the designated milestones. At each milestone, reviewers will generally review the documents for:
  - Conformance with approved project standards, criteria, specifications, and other project requirements
  - Conformance to third party requirements, standards, regulations, etc.
  - Adequacy, clarity and ease of interpretation
  - Constructibility
  - Compatibility of interfaces
  - Errors and/or discrepancies
  - Coordination with related designs and project elements
  - Coordination of design drawings and specifications
  - Cost-effective application of the necessary standards
3. QA/QC Plan requirements for the review and checking of final contract drawings, specifications and calculations will be developed during the preliminary engineering effort. The checking of plans, specifications and calculations will follow standardized procedures that will include the preparation and retainage of check prints, specifications and calculations by independent checkers. Certification of property/easement drawings and all specifications will be independently checked at the Final Design level of completion.

FTA Quality Plan Guidelines. The Federal Transit Administration's Quality Assurance and Quality Control Guidelines incorporate requirements for a quality plan as it evolves over the various project phases. The design phase FTA quality guidelines are shown in Figure 5.3. The Design QA/QC Plan will list the QA/QC responsibilities of all of the management personnel in the integrated project office. Personnel charged with the management of outside subconsultants will also be charged with ensuring that these subconsultants follow the procedures outlined in the plan. Additionally, a manager of QC/QA, reporting directly to the project manager, will monitor compliance with the plan and conduct QA audits.

### The Risk Management Plan

Another required process for development of a federally funded new starts project is risk assessment. It is FTA's policy that assessing project cost and schedule in terms of their risks requires the minimization of inherent bias. Thus, during the PE/EIS phase either the City or FTA will select an independent risk assessment consultant to lead a study of the various risks associated with the project. If the City opts to directly contract with a risk assessment consultant (as opposed to having an FTA consultant undertake the assessment) the PMSC will assist in the development of a scope of services and RFP for this effort. Once the consultant is selected we will assist in the contract negotiations and contract management of this effort, including the logistics of coordinating and selecting expert participants to augment the resources of the PE/EIS consultant and the rest of the PMSC/City team.



FIGURE 5.3: FTA QA/QC GUIDELINES

QUALITY PROGRAM ELEMENT	PE/FINAL DESIGN
1. Management Responsibility	Describe the quality responsibilities of the project team and the persons/organization responsible for quality for the grantee and the design consultant. Identify specific personnel where possible.
2. Documented Quality Management System	Incorporate by reference any written procedures for quality applicable to the project. Construction and/or equipment manufacturing related procedures are particularly relevant.
3. Design Control	Describe the procedures to be followed for design or specification changes or waivers of requirements during construction. Sign-off of the responsible design consultant is desirable as well as sign-off by those originally responsible for the design approvals. Requirements for "as built" documents should be stated.
4. Document Control	A procedure for control of project documents should be described. This procedure should incorporate the design consultants for the project. This procedure may be modified as construction contractors and construction management consultants join the project.
5. Purchasing	Describe procedures to obtain a list of qualified contractors for the desired service. Provide a statement of general requirements, and any past, demonstrated capability and performance requirements. Describe the process to ensure that purchasing documents are reviewed and approved by a designated authority prior to release.
6. Product Identification and Traceability	Describe requirements for product identification and traceability to be placed in contract documents, where appropriate, for equipment manufacturers or others supplying products for the project. Describe where these requirements are appropriate.
7. Process Control	Describe requirements for process control and procedures for special processes to be placed in contract documents, where appropriate, for contractors. Describe where these requirements are appropriate.
8. Inspection and Testing	Describe requirements for inspection and testing to be placed in the contract documents, where appropriate, for contractors. Inspection and testing can include in-process inspection and testing, final inspection and testing, and receiving inspection. Specifications should indicate the types of tests required and the standards to be met. Describe where these requirements are appropriate.
9. Inspection Measuring and Test Equipment	Describe requirements for calibration and maintenance of inspection, measuring, and test equipment to be placed in contract documents, where appropriate, for contractors. Describe where these requirements are appropriate.
10. Inspection & Test Status	Describe requirements to be placed in contract documents, where appropriate, for contractors to identify the inspection and test status of work during production and installation. Describe where these requirements are appropriate.
11. Nonconformance	Grantee procedures for handling nonconforming work should be described, and these procedures should be included in contract documents to clarify future expectations.
12. Corrective Action	Grantee procedures for corrective action should be described, and these procedures should be included in contract documents to clarify future expectations.
13. Quality Records	Procedures should be specified for establishing and maintaining quality records. Requirements for contractors and subcontractors should be specified, and made part of contract documents.
14. Quality Audits	An internal quality audit system should be planned and implemented for the design activities during PE and Final Design. Requirements for contractors to cooperate with quality audits should be stated, and included where appropriate, in contract documents.
15. Training	Specify any training required for personnel.



Growing out of the risk assessment will be a Risk Management Plan which will utilize the risk register developed in the assessment on an ongoing basis to track the risks identified, establish and prioritize mitigation measures, allocate the risks to the appropriate party and assign mitigation and management responsibilities. The PMSC will have responsibility for development and maintenance of the risk management plan.

The concept behind a risk assessment is to identify all factors which might cause the project to exceed its planned budget or schedule or to otherwise fail to meet its intended performance. The process requires an independent team to:

- Evaluate base project costs, exclusive of unallocated contingencies for accuracy and reasonableness.
- Evaluate the project's implementation schedule, assessing the critical path and related activities. This effort also involves investigating the activity interrelationships which may cause the critical path to change from one set of activities to another.
- Identify and describe risks which might occur to cause deviation from the project plan. This effort involves assigning both a probability of the risk occurring and the impact to the project should the risk occur. The risks are cataloged into a document called a "risk register."
- Using computerized statistical procedures such as Monte Carlo simulation, combine the risks into an expression of project costs and schedule in five categories:
  - a) most optimistic
  - b) optimistic
  - c) most likely
  - d) pessimistic
  - e) most pessimistic
- Evaluate a variety of risk mitigation measures to improve the chances that the project will achieve its cost and schedule goals and incorporate those adopted into a risk mitigation register.

At the conclusion of the risk assessment, the risk management plan will be developed to document the results of the study and to serve as a basis for continually tracking the status of each of the risk elements. The implementation of mitigation measures will also be documented and tracked. The risk management plan will include a program for risk handling in the event that specific identified risks occur. FTA has categorized the possible actions to be described in the plan to include:

- Assumption—Accepting the consequences of the risk.
- Avoidance—Changing the project deliverable design or work methods that led to the risk.
- Control—Developing measures to reduce the risk's probability of occurrence, continually re-evaluating the risk, and having in place contingency plans to adopt that mitigate the impacts of the risk.
- Transfer—Sharing or transferring the consequences of the risk with others, for example, through insurance or warranty provisions.

### ***Task b) Annual 5309 New Starts Submittals***

As a condition for Federal Funding, the City is required to submit information to FTA addressing its justification for the project and the manner in which it will meet the matching funds. FTA uses this information to establish ratings for all projects under consideration and to make decisions about which



projects would be eligible to receive funds. In the spring of each year, FTA publishes reporting instructions regarding the data project sponsors are to submit and submittals are typically made in August. (There are also preliminary submittals and project sponsors are advised to work closely with FTA as data is developed.)

On February 5, 2007, FTA issued for comment proposed guidance on New Starts policies and procedures in preparation for the upcoming 5309 cycle. According to this proposed guidance, the evaluation and rating framework will not change. FTA proposed minor changes in the ratings used for a project’s overall rating, the sub-factors used for the capital and operating components of the financial rating, consideration of overmatch for Small Starts, the measures used for mobility, and consideration of innovative contractual agreements, the congestion management strategy and the “make-the-case” document.

In addition, FTA proposes procedural changes as well as improvements to the estimation of transportation benefits. The data involved in the submittal comes primarily from prior efforts and on-going studies. In its role as PMSC consultant, InfraConsult personnel based in Honolulu will assist the City in coordinating the production of the various 5309 information through contacts with the PE/EIS consultant and review of prior work. FTA’s requirements for project justification are illustrated in Figure 5.4. FTA notes that they expect this information to be produced in close consultation and review with their staff based in San Francisco. We also have proposed a subconsultant, CDM, Inc. whose staff are particularly familiar with this process resulting from their responsibility for several years of filings while working as planners for the Los Angeles County Metropolitan Transportation Authority. Raymond Sosa and Jim de la Loza will review the project’s 5309 documentation and provide advice and counsel based on their direct experience with similar filings for major projects within FTA Region 9.

**FIGURE 5.4: FTA NEW STARTS PROJECT JUSTIFICATION**

CRITERION	MEASURES
Mobility Improvements	<ul style="list-style-type: none"> <li>• Normalized Travel Time Savings (Transportation System User Benefits per Project Passenger Mile)</li> <li>• Low-Income Households Served</li> <li>• Employment Near Stations</li> </ul>
Environmental Benefits	<ul style="list-style-type: none"> <li>• Change in Regional Pollutant Emissions</li> <li>• Change in Regional Energy Consumption</li> <li>• EPA Air Quality Designation</li> </ul>
Operating Effectiveness	<ul style="list-style-type: none"> <li>• System Operating Cost per Passenger Mile</li> </ul>
Cost Effectiveness	<ul style="list-style-type: none"> <li>• Incremental Cost per Hour of Transportation System User Benefit</li> <li>• Incremental Cost per New Rider (for informational purposes only)</li> </ul>
Transit Supportive Land Use and Future Patterns	<ul style="list-style-type: none"> <li>• Existing Land Use</li> <li>• Transit Supportive Plans and Policies</li> <li>• Performance and Impacts of Policies</li> </ul>
Other Factors	<ul style="list-style-type: none"> <li>• Economic Development</li> <li>• Optional Considerations</li> </ul>



In addition to project justification, the FTA is also interested in rating the local financial commitment to the project. The criteria FTA uses to make this assessment are shown in Figure 5.5.

**FIGURE 5.5: FTA NEW STARTS LOCAL FINANCIAL COMMITMENT**

CRITERION	MEASURES
Share of Non-Section 5309 New Starts Funds	<ul style="list-style-type: none"> <li>• Share of other Federal funds, including formula and flexible funds</li> <li>• Required local match</li> <li>• Additional capital funding</li> </ul>
Strength of Capital Funding Plan	<ul style="list-style-type: none"> <li>• Capital financial condition of the sponsoring agency and funding partners</li> <li>• Completeness of the capital financial plan</li> <li>• Commitment and availability of Non-Section 5309 New Starts funds for construction of the project</li> <li>• Financial capacity to cover capital cost increases or funding shortfalls</li> <li>• Reasonableness of capital planning assumptions and capital cost estimates</li> </ul>
Strength of Operating Funding Plan	<ul style="list-style-type: none"> <li>• Operating financial condition</li> <li>• Completeness of the operating financial plan</li> <li>• Commitment of O&amp;M funds needed to fund the transit system's subsidy</li> <li>• Financial capacity to operate and maintain all proposed, existing and planned transit services</li> <li>• Reasonability of operating planning assumptions and O&amp;M cost estimates</li> </ul>

Our discussion regarding preparation of the Financial Plan inputs to the 5309 report is contained in task g) below.

InfraConsult will assist the City in satisfying these 5309 requirements generally by reviewing and overseeing the quantitative information developed by the travel demand modeling process and ensuring that it is formatted in the “templates” provided by FTA. Further, for those qualitative criteria describing the City’s policies and programs, InfraConsult Honolulu staff will develop and/or refine the information based on the City’s most recent plans and practices.

For some of these policies, such as transit supportive land use or financial capacity to cover overruns may require changes in current City practices. We will work with the City staff and appropriate organizations to explain the advantages and consequences of changing practices to enhance the prospects of the project receiving the most advantageous rating from FTA. Where formal action by the City Council is necessary to achieve these goals, we will assist staff in preparing briefing papers, presentation materials and background information pursuant to the Council’s deliberations. Finally as the submittal itself is prepared, we will produce the necessary descriptive information and templates working from the available information or developing new information as required. We will verify that information meets all of the quality control checks required by FTA.

One of the most significant reports in the 5309 package is called the “Making the Case Document. This is a document which describes the key project justification elements based on the information that the sponsor used to select the locally preferred alternative. While very short, this important report is used by FTA to explain their rationale for decisions made and they provide substantial guidance on how the report is to be produced. We will work closely with City staff, the PE/EIS consultant and other involved parties in the production of this report.



### Task c) Agency Coordination

One of the main purposes of the Project Implementation and Management Plan is to increase recognition for, and provide instructions on, the coordination of schedule interfaces. All affected parties must be involved in project development and have their needs accounted for in developing the program of activities. Even the most cooperative of agencies can cause false starts and restarts if their requirements are ignored. The schedule and budget are too critical to be disrupted simply by misunderstandings over process requirements. Figure 5.6, derived from the project web site for the original scoping meeting, demonstrates the extensive number of agencies that were identified at that time.

In addition to these agencies, a review of the City's organization shows a large number of additional boards, commissions and lower tier offices which may also have responsibilities that relate to various aspects of the project. These include:

- The Culture and the Arts Office related to Art in Stations

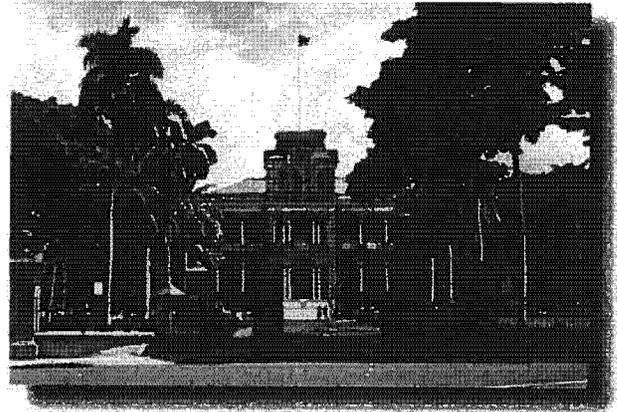
**FIGURE 5.6: AGENCY COORDINATION REQUIREMENTS**

Federal Agencies	State Agencies	Municipal Agencies
Department of Agriculture Department of Defense • Various Army, Navy, and Air Force groups Department of the Interior	Aloha Tower Developmental Corporation Department of Agriculture Department of Accounting and General Services Business, Economic Development & Tourism • Planning, Land Use, Energy Department of Defense Department of Education Department of Hawaiian Homelands Department of Health • Water, Air, Hazardous Waste, Noise Department of Land & Natural Resources • Land, Water Resource, SHPO, Parks Department of Transportation • Airports, Highways, Harbors Community Development Authority Legislative Reference Bureau State Legislators State Libraries Office of Environmental Quality Control Office of Hawaiian Affairs University of Hawaii • Various Departments	Board of Water Supply City Council Department of Design and Construction Department of Environmental Services Department of Facility Maintenance Department of Parks and Recreation Department of Planning and Permitting Fire Department Municipal Reference and Records Center Neighborhood Boards Police Department



- The Economic Development Office related to Station Area Development
- The Oahu Civil Defense Agency related to System Security
- The Budget and Fiscal Services Department related to Contracts and Administration
- The Corporation Counsel Department related to Contract Legal Issues
- The Emergency Services Department related to Fire/Life Safety Issues
- The Human Resources Department related to Hiring Staff

We will work with City staff to identify the proper relationship of the project to each of these agencies and any others that are identified over the course of the work. To the extent requested by the City, we will assist in interface and coordination with these agencies, preparing correspondence, arranging meetings and briefings, preparing informational materials, attending meetings, responding to queries, and documenting decisions made or issues to be resolved.



#### ***Task d) Progress Reports and Information Briefs***

Working primarily with data from the PE/EIS consultant we will produce a monthly project status report which will provide a narrative on the project activities executed over the past 28-31 days as well as:

- A look-ahead schedule of projected work for the upcoming two month period.
- Problems encountered during the execution of activities and the proposed solutions/alternatives.
- Analytical data on the impact that these impediments will have on achieving future project milestones and a plan of action for circumventing delays.
- An updated Summary Level Project Schedule that reflects time and resources variances from the base line schedule.

Additionally the monthly project status report will include budget and cost control information such as:

- Projections on the cost to complete individual project tasks.
- Projections on the cost to complete the project.
- Projections on the project cost at completion including contract modification.
- Information on costs budgeted vs. actual period costs and cost to date. Any extraordinary deviation will be analyzed to determine the cause.
- Trend analysis will be done on selected areas to ascertain future project costs based on historical expenditures.
- Comparative information on the financial percentage complete versus physical percentage complete for all the major categories of work as well as for the total project.
- A 12-month projection will be made for cash flow purposes. Provision of a continuous 12 month budget projection based on the current period's available contractual obligations will expedite the



budgeting/funding process for each year. The provision of this information before the commencement of funding negotiations allows all parties to have access to pertinent project cost information. The objective of this process is to introduce all future budget issues that are within the upcoming 12 month funding plan in order to circumvent delays during the annual funding negotiations.

- An invoice status report that provides information on job costs incurred and invoiced as well as payment patterns. In addition a cash flow projection for the current year will be submitted. This cash flow projection will include all contractually obligated costs for the current year.
- A project modification summary that provides information on all executed project contract modifications. This will be broken down by tasks and negotiated amounts.
- A summary of potential contract modifications (pending modification).
- A summary of project action items and the responsibility centers will be provided each period.

Finally, the project status will provide information on DBE compliance as well as upcoming actions to be taken with regards to meeting any established contractual goals.

### ***Task e) DBE Participation Monitoring***

Our team will maintain a DBE monitoring program that will include:

- Analyzing the number of DBEs available to participate in the process.
- Assisting in the replacement of DBEs, if necessary.
- Providing a monthly review and report, for inclusion in the Project Status Report, of the project DBE participation.
- Advising the City's project manager of the steps necessary for correction, and assisting in their implementation.
- Periodically interfacing with the person assigned from City who is responsible for small and disadvantaged business programs.

### ***Task f) Support for the PMO Contractor***

The FTA Office of Engineering, through its Regional Offices, is responsible for performing oversight of project management that focuses on the management of major investments in transit projects. This activity begins early in project implementation, usually at the time of preliminary engineering. Project Management Oversight (PMO) contractors monitor the FTA's large caseload of projects, following guidelines established by the agency. They serve to supplement the FTA technical staff to evaluate grantee project management and technical capacity and capability to successfully implement these major transit projects. They also monitor the projects to determine whether they are progressing on time, within budget, and in accord with approved grantee plans and specifications. In addition to a review of various reports, PMO contractors typically participate with FTA staff in major quarterly review meetings.

Our InfraConsult Honolulu-based staff will provide advice and assistance to the City for establishing and maintaining the proper harmonious and constructive relationship with the FTA and its designated PMO contractor regarding any aspect of the Honolulu High Capacity Transit Corridor that may receive funding assistance from FTA or otherwise be subject to their review.



We consider that the proper relationship should be founded on a well defined grant agreement developed and executed in a spirit of team work and mutual cooperation. The fundamental documents we will help the City prepare and coordinate with the FTA are cited in other sections of this proposal. As the FTA's "eyes and ears" on the project, the PMO contractor needs to be provided with information that will give FTA the assurance that the project is being managed properly and that it will be finished on time and within the Federal grant. Our strategy will be to plan ahead, coordinate with all participants and do our best to anticipate the FTA concerns.

### ***Task g) Assistance in Preparing Operating and Capital Improvement Budgets***

The InfraConsult team is uniquely qualified to support the City in the broad range of responsibilities associated assuring funding and financing for the implementation and operation of the proposed project and for continued growth of the existing transit system. Among these responsibilities are:

- FTA New Starts Financial Planning Support for the 20-mile Minimum Operable Segment (MOS);
- Financial Support for the Proposed Extensions to the MOS;
- Public Private Partnership Opportunities; and
- Financing Options Incorporating Various Debt Structures.

The team includes experts in all aspects of these responsibilities.

#### **FTA New Starts Financial Planning Support**

The InfraConsult team will work with the City staff and its PE/EIS consultant to assure that the financial plan for the proposed 20-mile Minimum Operable Segment will fully comply with FTA's requirements and will achieve a rating of Medium or better in all applicable financial evaluation criteria.

On an annual basis, projects requesting funding from the FTA New Starts program must submit financial plans. These plans are reviewed, assessed, and rated based on the following:

- **FTA's Guidelines and Standards for Accessing Local Financial Commitment:** This document includes the specific criteria used by FTA's financial contractors to evaluate and rate the stability and reliability of a project's operating and capital plans and the level of non-Section 5309 funding planned for or committed to the project. The intent is that a grantee could review this document and determine for itself how its financial plan would be rated.
- **FTA's Guidance on Transit Financial Plans, July 2000:** This document defines the content, scope and format of acceptable financial plans.
- **FTA's Procedures and Technical Methods for Transit Project Planning: Chapter 8 Financial Planning for Transit):** This document expands upon the materials presented in the July 2000 Guidance on Transit Financial Plans and provides more specific guidance on developing the financial model including revenue and cost forecasts as well as sensitivity analyses.
- **Reporting Instructions for Section 5309 New Starts Criteria:** This document includes instructions to provide the data and supporting materials for the Local Financial Commitment element of the Section 5309 New Starts criteria.



The financial plan must be based on fully supportable assumptions and methodologies for development of capital and operating and maintenance costs for the MOS, as well as the background transit system. Capital costs must include the proposed MOS and associated maintenance and other support facilities, as well as associated bus fleet expansion, new and expanded system-related capital facilities, fleet expansion and replacement, capital maintenance, and other potential capital cost items. All MOS costs must comply with FTA's Uniform Cost Categories, and include contingencies that are both appropriate to the level of system design development and are acceptable to FTA. FTA has been collecting cost data from multiple projects in a uniform format for more than two years now. With FTA's cooperation, when adjusted for local circumstances, this data should form a useful analysis tool to determine the reasonability of capital cost projections.

On the O&M side, the MOS is a new technology. All inputs to the O&M cost methodology must be fully supportable and related to local labor rates, inflation, and other local indicators. In addition, such costs must be fully comparable with the rates currently experienced and projected for DTS' bus services. Bus system O&M costs must reflect proposed expansion of service as well as be based historical rates of growth in unit costs for service.

Revenues proposed for capital and O&M must also be fully documentable and based on realistic and conservative assumptions regarding revenue growth and the schedule for receipt of funding. Considerations of revenue growth are particularly important for revenues from the newly-approved General Excise and Use Tax Surcharge, while considerations of the schedule for receipt of revenues are of particular importance with regard to the annual schedule assumed for receipt of FTA New Starts funding. With regard to O&M funding, assumptions and methodology for computation of future receipt of local support from the City and of farebox revenues must be thoroughly documented and consistent with historical trends.

### **Financial Support for Proposed Extensions to the MOS**

In addition to maximizing opportunities for FTA New Starts funding for the MOS, the City must also leverage and grow its financial resources to allow for construction and operation of the proposed extensions to the MOS. Thus, the FTA New Starts funding requirements for the MOS are only part of the focus of the InfraConsult team. The team will also work with the City and its associated consultants in identifying and implementing new opportunities for revenue, including value capture and joint development. The InfraConsult team will also work to identify opportunities for private sector participation.

### **Public Private Partnership Opportunities**

The InfraConsult team is uniquely qualified to work with FTA and other agencies to assure that maximum opportunity for private sector involvement and process "streamlining" is provided. For example, it is possible that the MOS could be selected as one of FTA's pilot projects for the Public Private Partnership Pilot Program ("Penta-P"). Based on the January 19, 2007 notice in the Federal Register, the FTA has established the Public Private Partnership Pilot Program as documented in Section 3011(c) of SAFETEA-LU. The goal of the Pilot Program is to demonstrate the advantages and disadvantages of public-private partnerships (PPPs) for certain new FTA funded fixed guideway capital projects. Specifically, the Pilot Program is intended to study whether, in comparison to conventional procurements, PPPs will :

- Reduce and allocate risks associated with new construction;
- Accelerate project delivery;
- Improve the reliability of projections of project costs and benefits; and
- Enhance project performance.



The Pilot Program will accordingly study projects that utilize methods of procurement and project delivery that integrate risk-sharing and streamlined project development, engineering, construction, operation, and maintenance. The amount and terms of private investment to be made in such projects will be a significant consideration in selecting projects to participate in the Pilot Program.

The InfraConsult team will work with the City to maximize the potential benefits of the Penta-P Program for New Starts projects. These benefits may include:

- Adjustments in the cost-effectiveness project justification ratings;
- Concurrent approvals to enter PE and Final Design;
- Elimination or limitation of certain risk assessments from the rating process,
- Elimination or limitation of reviews of the projections of transportation user benefits;
- Issuance of a Letter of Intent by FTA setting forth FTA's intention to obligate a specified amount of New Starts funds for the Pilot Project from future available budget authority;
- Early issuance by FTA of Letters of No Prejudice (or other assurances) to accelerate commencement of pre-construction services and planning;
- Flexible uses of program income, as permitted by agreement with FTA; and
- Certain incentives for the benefit of contractors to enter into public-private agreements for construction prior to the award of a FFGA, including significant streamlining of the project development process resulting in an earlier Federal funding commitment, and the opportunity to earn higher returns in exchange for assuming the risk associated with achieving the cost estimates and/or ridership projections.

The InfraConsult team will assist the City in complying with any applicable requirements and schedules for applying for designation as an FTA PPP Pilot Program. As currently proposed, FTA will review applications to the Pilot Program quarterly on a rolling-basis for so long as at least one of the three Pilot Program spots is still available. The deadline for submission of applications for FTA's first quarterly review of proposals is March 31, 2007. Applications received by FTA between March 31, 2007 and July 1, 2007 will be reviewed in FTA's second quarterly review of applications to the Pilot Program.

### **Financing Options Incorporating Various Debt Structures**

One additional financial responsibility for which the InfraConsult team is uniquely qualified is its in-depth national and international experience in the financial community. If desired by the City, team leaders under the direction of Wally Kreutzen are available to assist in analyzing alternate approaches to project finance and to maximizing leverage of General Excise and Use Tax Surcharge revenue, either alone or in combination with other potential revenue streams.

### ***Task h) General Office Support***

This task is largely composed of support activities servicing the integrated project office. The objective is to furnish the program with all necessary administrative support. Each participating consultant in the project office will remain an independent contractor managing and responsible for the satisfactory completion of his contracted work. We will work with the City and other consultants to clarify administrative responsibilities during contract discussions.



The approach to furnishing administrative support is straightforward. Responsiveness to the needs of management and technical staff is essential. Services and activities which must be provided include:

- Provision of office space and utilities.
- Provision of furnishings, office equipment and supplies.
- Provision of clerical staff for all organizational units, including the administrative office.
- Establishment of the files, storage facilities and library for the document control system. (The maintenance of document control system is a configuration management function).
- Possible provision of central word processing and clerical services.
- Procurement and management of office machines, personal computers, modems, copiers, telephone systems, telefax equipment, computer software, by purchase or lease, and the control of inventory.
- Procurement of any temporary labor resources.
- Human resources administration including personnel approval, travel and relocation authorization, overtime authorization, work scheduling and hours.
- Other office services, as required.

### ***Task i) Other Duties as Required***

Working as an extension of the City staff in the integrated project office, InfraConsult staff will routinely perform such other duties in General Project Management as the City may direct. When additional duties are assigned, we will coordinate with City staff to reach a general agreement on necessary labor hours and will document the time spent in completing each of these assignments. In the unanticipated event that these other duties become so extensive as to cause the PMSC to potentially exceed its budgeted hours, we will advise the City project manager and request direction on how to proceed.

## **5.2 GENERAL PROJECT CONTROL**

### ***Task a) Perform Master Scheduling***

Good schedule reports are the early warning system of project control, and any actions taken as a result of a “red flag” must be taken by the project’s management. We have learned that:

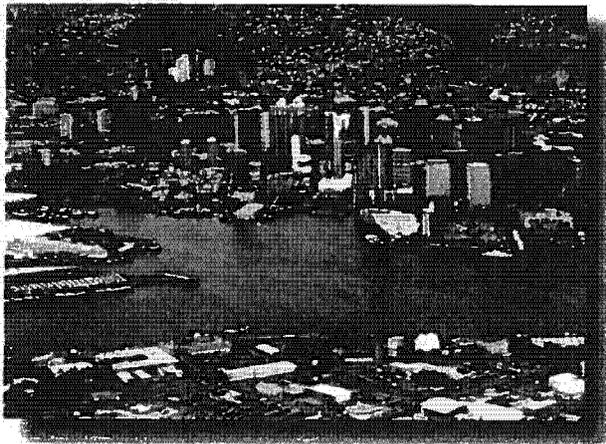
- Every program/project has unique Management Information System (MIS) requirements.
- Every client is different and has different expectations.
- State-of-the-art hardware and PMIS software continuously evolve, making it prudent to take advantage of new technology and commercially available software over the life cycle of a large multi-year urban transit project.

We propose to use Primavera Systems P3e as the core for our project systems configured as a multi-user database to manage all the aspects of the light rail project. We will configure the software to allow web access to reports and schedules, with the ability to manage the interfaces with other work within the City.



During our mobilization, we will interview the City's IT, accounting, WEB, and server experts to help with our recommendations regarding project IT functions. We are interested in their overall capacity, ability to meet commitments, backup strategy, security strategy, and compatibility with approved PMIS systems. We are also interested in any electronic document management systems the City may want us to use and their ability to handle document control functions. Our recommendation will be based on overall project needs with an eye on scalability and eventual use and control of these systems by the City.

This system will be configured to baseline and progress the work, to perform 'what-if' analysis, contractor packaging, WBS maintenance, risk analysis and recording and be integrated with asset management needs.



We will also configure this system to allow design consultants to use the system for the management of their work and will ultimately also permit the importing of contractor schedules for review and analysis. The system will also be capable of detailed management of project budgets, approved changes and potential changes, funding details, integrated change with cost management and schedule management.

We will install this system 'scalable' to the needs of the project. During PE leading up to a record of decision, the focus will be on meeting our milestones and commitments with considerable detail. At the

same time, the entire project will be scheduled to a very high level, to feed cash-flow analysis, funding strategies and overall packaging questions. As the project moves into the design phase, more detailed schedules will be integrated into the overall master schedule where interfaces and conflicts are easily found.

This work will be carried out in Honolulu in conjunction with the PE/EIS consultant and overseen by our project scheduler, Clint Chapin. Clint will not only be concerned with scheduling but also with the overall project progress and how both time and money are being expended in the program. Key elements include scheduling, cost control, work authorization and design cost control, progress monitoring and reporting. Scheduling work for a complex program tracking the performance against a baseline and producing periodic comparison reports can be efficiently accomplished by computer software in a schedule control module. A similar approach applies to cost where a baselined budget is the reference against that forecasts of total cost that are trended and periodically updated by using cost control module software. Capital costs and calendar time have certain relationships including the time effects of escalation on costs; the cash flow requirements (i.e., the drawdown requirements over calendar time); the cyclical public funding phenomena; the premium cost impacts of accelerated work; and the cost inefficiency of delayed work.

### Project Baseline and Work Breakdown Structure (WBS)

Immediately after notice-to-proceed (NTP), we will identify and assemble all available scope, schedule and budget data for the project. We will review with the City our recommendations for establishing the project baseline documentation. This project baseline documentation will consist of project requirements document or system description (design baseline including plan and profile), the system criteria



(standards and directive drawings), the budget, the master schedule, and the Project Management and Implementation Plan. This baseline documentation will need to be formally endorsed by the City in order to establish the project scope, budget and schedule for performance measurement.

A project WBS will be used to divide the project into definable elements whose work can be effectively planned and monitored. The process of creating a WBS is important because, while working to define the project in specific manageable chunks, everyone involved is drawn into thinking through the steps required to perform each aspect of the project. The benefits of this experience cannot be over emphasized. We will produce a top level WBS structure and then work closely with the project control staff of the PE/EIS consultant to tailor the details of WBS specifically for the Project.

The adopted budget and master schedule will cover the entire project and summarize the cost and schedule for the general project phases of PE/EIS, detail design, advertising and procurement, construction, and integrated test and simulated revenue service, culminating in system start-up. As the PE progresses, the total project will be divided into work packages that will be developed in more detail. The detailed work packages will be reflected by WBS numbers in individual work orders/authorizations or contract units with specific budget, schedule and responsibility assignment.

Status and work forecasts will be made on a monthly basis. In conjunction with the weekly project coordination meetings, this data will provide the necessary information to monitor progress, take corrective action and provide a historical record of the project.

The baseline documentation and WBS provide the basis for an “overview” type of project management using a proven system for comparing actual expenditures and durations versus approved budgets and schedules and will be incorporated in the Project Control Plan. The detailed project control procedures will be developed in association with the City and the PE/EIS consultant for inclusion in the Project Procedures Manual.

### Scheduling

The goal, and main purpose, of scheduling is “surprise avoidance”, anticipating problems and delays before they occur and devising ways to avoid them. The team will be responsible for developing a number of different types of schedules on this project. For a schedule to be useful, the level of detail must be geared to the schedule’s audience. Detailed schedules in Critical Path Method (CPM) format are vital for analysis, but summary schedules with a few dozen activities in CPM or bar chart form are best used to communicate key concepts to top management. These schedules must also be continuously updated to remain as useful management tools.

**Master Schedule.** The Master Schedule we will prepare will be in bar chart or simple CPM format with no more than a few dozen activities. A first version of this document will be prepared within 60 days after beginning the work. It will show major activities for Preliminary Engineering/Final Environmental Impact Statement (PE/EIS), final design and engineering, right-of-way (ROW) acquisition, relocation and demolition, procurement, and the overall construction periods of the project. Among the activities and events to be highlighted are design submittals by various designers and design subconsultants (usually at 30 percent, 65 percent, 85 percent, and 100 percent stages of design completion); preparation of the staging plan; key interface points with third parties and key approvals by the City and any other third parties whose timely authorization is necessary. The Master Schedule will become more detailed as project progresses.



As it evolves, the Master Schedule will be developed to a level of detail appropriate for project management use. It will be sufficiently detailed to provide insights to all aspects of project delivery but will not include the much finer level of detail required to manage decision activity on a day-to-day-basis. The Master Schedule will be keyed to the Project Schedule update data. The Master Schedule also will be used to generate a variety of management reports.

**Project Schedules.** Our scheduler will work with the various project participants to develop detailed schedules, backing up the master schedule, that are reasonable to achieve while meeting necessary project completion milestones. By acting as liaison with the City and affected agencies, we will be in a position to inform all parties of outside constraints to their work, and thus help them schedule their work more accurately. We will be able to use the schedules generated to evaluate alternative recovery strategies.

In close cooperation with the PE/EIS consultant, we will develop project schedules that are structured in a manner to facilitate examination of each of the principal project components individually and the entire program as a whole. In doing this, we will also code major, discrete sub-systems in a manner that will permit their isolation for individual scrutiny.

The project schedule submittals by the PE/EIS consultant and other participants will be subjected to rigorous examination. Recognizing the importance for on-time project delivery, we will examine the project schedules for:

- Faulty logic
- Missing or inadequate treatment of interface conditions
- Under/over estimated durations
- Absence of essential activities
- Assumptions or assertions not supported by the contract
- Unrealistic expectations of others

If it appears that any of the above conditions are present, the consultant or other participant will be so notified and will be afforded an opportunity to rectify the condition or to otherwise clarify. The project schedules will exhibit how interface requirements will be performed.

Of particular importance on the project schedules is the identification and tracking of program elements that have “long lead time” characteristics. Working with the PE/EIS consultant, we will abstract these activities and follow them on a regular basis.

## Updates

For schedules to be effective, they must be monitored, updated and enforced, all on a regular basis. From day one, as part of developing a team attitude, we will make it clear to all parties that schedules will be taken seriously and discussed on a regular, fairly frequent basis. Normally, the schedules will be updated on a four-week or monthly basis. We will recommend to the City an update interval that is adequately informative, but not unnecessarily time consuming for the project participants.

Part of each schedule update will be a concise written report that highlights progress made during the current reporting period, and states what should take place in the immediate future.



### ***Task b) Assist in Budget Monitoring***

Primavera Software will be utilized for project scheduling, graphics and cost control. This software can be operated on a Local Area Network (LAN) in true multiuser form. The use of Primavera Software allows for a highly integrated schedule and cost control environment. This information system provides the users with access to all pertinent milestones as well as progress updates on the various project activities. Typical output consist of resources histograms, cash flow reports and curves, resources loading reports, and tabular listings.

In addition, the use of Primavera allows for the monitoring and reporting by exception as well as obtaining higher level summaries and trends. Bar charts can be used to analyze current vs. baseline timing; time scaled logic allows for joint view of timing and logic dependencies while pure logic diagrams emphasize the interdependencies of logical network and CPM analysis. By utilizing the sort and select criteria, information can be extracted based on user definable codes as well as selected time frames. Information can be segregated into unit packages, areas, disciplines or both.

Cost Control/Forecasting. We will also develop a cost control system that will produce and make available to the project personnel the most current project cost data. Key reports from the PE/EIS consultant for the monitoring of the project should include:

- Project Task Report: breakdown of the project by task, budgeted labor-hours and cost versus actual labor-hours and costs.
- Project Status Report: this report should present project information on contract components such as cost to date, cost at completion, overhead applied, and pending modifications.
- Cost Forecast Report: this report should present a four week forecast of project costs tailored to the specific project requirements.

### ***Task c) Other Duties as Required***

Working as an extension of the City staff in the integrated project office, InfraConsult staff will routinely perform such other duties related to project control as the City may direct. When additional duties are assigned, we will coordinate with City staff to reach a general agreement on necessary labor hours and will document the time spent in completing each of these assignments. In the unanticipated event that these other duties become so extensive as to cause the PMSC to potentially exceed its budgeted hours, we will advise the City project manager and request direction on how to proceed.

## **5.3 PROCUREMENT AND CONTRACTS ADMINISTRATION**

### ***Task a) Assist in Services Procurement***

The InfraConsult Honolulu staff will assist the city in procuring the PE/EIS consultant and several other services contracts, complying with both FTA Circular 4220.1E and with the Hawaii Administrative Rules for Source Selection and Contract Formation. We anticipate that the professional and other services will generally fall into one of the following categories or types of services:



- Defined scope services by technical services firms including the PE/EIS consultant
- Other professional services such as real estate advisors or public opinion surveyors
- Individual consultants and advisors
- Non-professional services such as printing and photography

The City's current procurement processes have been established to reflect the necessary features required for procurement of these types of services in a public sector program. For professional services there will be a qualifications based competitive procurement from a number of sources unless adequate justification has been made for sole source selection. The participation of DBE firms will be very strongly encouraged. Within the context of the existing City procedures, we recommend the following considerations.

**Selection Process: Establishment of Data Base.** Immediately upon our receipt of your NTP for our work, we will mobilize our purchasing/contract manager, Charles Katsuyoshi. Charles is very familiar with the local procurement systems having been Contracts and Purchasing Administrator for the City prior to his retirement this past September. In addition to finalizing subcontracts with our designated subconsultants, he will begin work to assist the City with its data base of firms expressing an interest in contracting activities on the project.

**Selection Process: DBE Outreach Program.** We recommend that a special effort be made to ensure the current accuracy of the City's DBE data base. An Outreach Program should be established to ensure that the data is current and to try to expand the exposure of opportunities on the project to DBE firms. Using the data base, we should inform possible interested firms of the project, and of the potential for their participation. Letters to these firms should request them to submit a response defining their area of interest, qualifications and related experience. If they are not currently certified we should provide them with information on the certification process.

The next phase of our efforts could be to disseminate timely information on the scope of the project through the City's web site and in newsletters, visits to relevant organizations, and possibly advertisements. We should hold Technical Assistance/Information Seminars to discuss the scope of contracts and proposal evaluation criteria. This will result in strong competition for the various consultant contracts, and further reinforcement in the DBE community of our effective, proactive, outreach, and information dissemination program. In this way, several goals will be accomplished:

- All firms, large and small, as well as DBE firms, will have the opportunity to become aware of the project, and, in the case of DBE firms, perhaps become interested in pursuing certification with NJ Transit.
- We will ensure the perception within the DBE community that this project will have strong outreach and monitoring and will be a proactive DBE participation project.
- We will gain a first hand personal knowledge of interested DBE firms and will make ourselves more alert to opportunities where their participation would be mutually beneficial.

**Selection Process: Development of Request for Proposal.** Following authorization by the City to proceed with a consultant selection process, we will assist in the preparation of an RFP. We will assist in developing specific procedures to guide the City's designated selection committee in this work along the following principles:

- RFP's should be kept as simple as possible, commensurate with the work involved. With the exception



of the major PE/EIS consultant procurement, it should not require substantial effort on the part of the proposer to respond.

- The RFP should recognize that generally selection will be based on qualifications of individuals proposed to produce the work.
- The RFP should be tailored to the type of work being solicited; selecting a drilling contractor for geotechnical work will be different from selecting the PE/EIS Consultant.
- The RFP should follow the City's standard formats as much as possible.
- Special Provisions will be developed which modify or expand the City's standard contract form to address specific requirements of the work being procured.
- Provision should be made for presentations if the City so desires and in some cases, the Committee may decide to conduct interviews with firms rather than requiring the submittal of additional written material.
- In addition to the RFP, we will develop an independent estimate of proposal prices which will be transmitted to the City in strict confidence.

**Selection Process: Documenting the Procurement.** We will assist the City in documenting the procurement process including:

- Assisting in maintaining records of correspondence with prospective proposers
- Helping to formulate responses to questions raised about the RFP
- Helping to document source selection processes to be consistent with Federal guidelines
- Reviewing and documenting the decisions of the selection committee in a report of the selection procedure identifying the firms considered and the primary factors that resulted in the ranking established.

**Selection Process: Assistance in Negotiations.** After approval of the summary report of the selection procedure, we will assist in develop a negotiations strategy plan, identify any shortcomings in the selected proposal which need to be rectified, establishing a position on any new scope items which may need to be adjusted to the RFP scope and establishing a target position for each issue identified for the negotiation, including price if relevant.

Following receipt of written approval from the City, we will assist in negotiations with the first ranked firm to the extent the City deems appropriate. As negotiations proceed we will maintain a written documentation of each negotiation session, the issues discussed, and the positions taken by each side. Once agreement is reached, we will prepare a record of negotiations to be used in obtaining City approvals and as a permanent file document which can be referred to by authorized reviewers.

**Selection Process: Sole Source Selections.** There are anticipated to be some circumstances where the City may determine that sole source selection is necessary because of the unique needs of the work being contracted or because of the desire to obtain a specific individual or firm for a particular assignment. In these cases we assist the City in preparing documentation of the rationale and justification for the sole source selection and in obtaining the necessary concurrence. These services will be adapted to be appropriate for various different types and forms of contract we anticipate that the City may award during the PE phase and will be documented in the project procedures manual.



### ***Task b) Assist in Procurement of Equipment and Supplies***

We will assist the City staff in the procurement of equipment and supplies for the project office, complying as necessary with existing City procedures and requirements which are outlined in the handbook, *How the City Buys*. Generally these purchases will be for amounts below \$25,000 where more informal requests for quotations may be utilized as opposed to sealed competitive bidding. When the \$25,000 threshold is likely to be exceeded, our assistance will be to follow the City's practices for competitive sealed bidding after advertising in a local newspaper of general circulation.

We will define product and quantity requirements for quotations or sealed bids, identify appropriate sources of supply and assist in obtaining and documenting quotations when requested. The City's standard terms and conditions will be utilized, modified as necessary for the particular procurement under consideration.

Once procurement authority has been granted to a specific supplier, we will assist in the issuance of purchase orders and track the delivery process.

We will establish an inventory control log upon receipt of equipment appropriate for inventory control. We will enter information regarding the equipment, including the seller's contact information, purchase date, price, warranty data, location in the project office, responsible employee, and inventory tag. The inventory control log will also be capable of recording any upgrade, maintenance, and/or repair actions associated with the equipment. A similar record will be made for software purchased for the project.

### ***Task c) Assist in Cost or Price Analysis***

We will assist the City in conducting necessary cost or price analysis for each procurement. Cost analysis is the review of the potential provider's cost elements to determine their appropriateness and reasonableness. We will help the City in considering the following: the need for the personnel proposed, the reasonableness of the hours proposed, the necessity for each category of direct costs, the reasonableness of pay rates, the reasonableness of direct costs, the suitability of the overhead rate proposed, whether the proper overhead rate has been applied, and whether it duplicates any costs included elsewhere. A cost analysis should also include comparisons to industry standards and actual prior costs for similar services.

Price analysis will consider the comparison of competitive prices quoted for the services and comparison of these prices to industry standards and actual prior costs for similar services. Both cost and price analyses should be considered in light of independent estimates.

The independent cost estimate prepared at the start of each procurement action is a tool to assist in the determination of the reasonableness or unreasonableness of the bid or proposal being evaluated and is required for all procurements regardless of dollar amount. FTA Circular 4220.1E, requires grantees to "perform a cost or price analysis in connection with every procurement action, including contract modifications." As bids and proposals are received and in negotiated procurement, as negotiations progress, we will help the City to reconcile our independent estimates to the amounts bid, proposed or under negotiations. When competitive pricing has been received, this process is relatively straightforward. However, the independent estimate is especially critical whenever there is no price competition (e.g., for architect-engineer procurements where only one price proposal is received), or where offerors are



submitting price proposals for goods or services that are not exactly comparable. Cost or price analysis also applies to change orders to existing contracts and in this regard an independent estimate is also critical.

We will document the results of cost or price analyses for each procurement where we provide assistance to the City.

### ***Task d) Assist in Services Contracts Management***

The Honolulu-based InfraConsult staff will perform several tasks for the city related to the management of the PE/EIS consultants and other consultants. We will provide any requested services necessary for professional, and effective administration including:

- Obtaining regular reports on costs expended and progress made.
- Receipt and certification of invoices
- Verification of compliance with all contract terms and conditions, including those required to be passed-down from prime consultants to their sub-consultants.
- Monitoring of DBE participation to ensure compliance with goal.
- Ensuring that subconsultant insurance certifications are current.
- Ensuring that all personnel working on the project have been approved by the City/PMSC team.
- Receipt and routing of all contract deliverables.

Our technical manager and contracts manager will closely coordinate on contract actions and correspondence to ensure consistent guidance to consultants in conformance with the City and project's policies and procedures.

- The contracts manager will be responsible for ensuring the required City approvals are sought and received for contract actions, rates, expenditures etc., as may be required.
- The contracts manager will produce a monthly contract status report , available for inclusion in the project monthly status report, and keep the City/PMSC staff informed on consultant contract status and issues.
- The contracts manager will maintain the contract files.

The contracts manager will also provide:

- Assistance with selection of consultants.
- Assistance in development of contracts.
- General administration of the consultant contracts including monitoring compliance with contract administrative and management requirements such as DBE participation, insurance certifications and the various other elements necessary to comply with state law and City ordinances.
- Administrative tasks associated with contract modifications that may become required as the project progresses.

Other sections below discuss monitoring of each consultants work progress against schedule, evaluating the quality of deliverables and assessing earned value based on deliverables produced and costs incurred.



### Project Accounting and Invoicing

For the sake of simplicity and ease of understanding, all cost accounting under the program should be on the same or compatible basis. The consultants, subconsultants and City should use the same general code of accounts and accounting procedures for financial control of the work. We will assist the City in managing all of the required accounting records and in reviewing invoicing in a responsible, honest and accurate manner. It is not productive to require each entity performing work to change its accounting system for this project. However, common formats and direct expense accounts should be implemented by each participant. The objective of this task is to develop common project and program level standards including the various procedures pertaining to cost accounting and the code of accounts for any reimbursable expenditures.

Working closely with the City, we will set up compatible accounting standards, procedures and a code of accounts. A set of accounting procedures will be developed with topics to be covered including:

- Cost accounting system
- Project personnel approval and roster
- Overtime approval
- Invoicing and payments
- Procurement authorization and methods
- Direct expense limitations
- Audits

### Changes to Consultant Contracts

It would be unrealistic to say that there will be no changes to consultant contracts. There will be. We will strive to keep the number to a minimum, however, by employing proven project management techniques of thorough planning, scheduling and thorough careful scope definition. In addition, by the judicious application of contract form, the mechanics of implementing changes will be expedited. Nevertheless, certain common criteria and procedures will apply in each case.

First, and foremost, must be the determination of whether the change is justified and in the best interests of the project from a cost/schedule benefits analysis perspective. Second, any activity will be initiated on consultant contract modifications only with the approval of the City project manager.

Our process for contractually managing changes will be similar to our process for contract development. There will be close coordination between the technical manager, the manager of contract administration and the configuration management team in either the initiation of a change request (upon the City's direction) or the evaluation of a change request proposal from a consultant.

For changes to contracts, we will request the consultant to prepare a detailed estimate by hours and technical skill level required and cost/schedule impacts. Independently, and coincidentally if possible, our team will prepare a parallel, independent estimate of the contemplated change. In any event, our estimate will be completed prior to the start of negotiations with the consultant.



### *Task e) Other Duties as Required*

Working as an extension of the City staff in the integrated project office, InfraConsult staff will routinely perform such other duties related to procurement and contracts administration as the City may direct. When additional duties are assigned, we will coordinate with City staff to reach a general agreement on necessary labor hours and will document the time spent in completing each of these assignments. In the unanticipated event that these other duties become so extensive as to cause the PMSC to potentially exceed its budgeted hours, we will advise the City project manager and request direction on how to proceed.

## 5.4 PE/EIS OVERSIGHT

### *Task a) Technical Review of Consultants Work Products*

We have proposed to divide the Honolulu-based engineering technical review tasks between our Engineering (QA/QC) Manager, Bill Stead, and our Systems Engineering Manager, Jurgen Sumann. Both will be present full time in the Honolulu project office to perform their work. In previous pages we described our approach to the design review process, QA/QC, and the preparation of the Quality Plan. In this section we discuss specifically review of the engineering documents we expect will be produced by the PE/EIS consultant and perhaps others.

We have added a systems engineering manager because we feel that separate specialist attention to this aspect of the project is warranted at a reasonably early point in the project. For a project of this size, a complete preliminary engineering effort will likely consist of more than 1000 drawings in total depending on the scale selected and the level of detail shown on each sheet. Overseeing the total engineering effort with sufficient attention to address the myriad of issues which are going to arise is more than can be accomplished by a single engineer, even with the support of the project manager. We have been fortunate in having available the services of an accomplished rail transit systems engineering manager who also has experience in operations planning and systems start-up. Thus, both our Engineering Manager and our Systems Engineering manager have experience in the operations of rail transit systems and will bring that unique anticipation of the ultimate needs of the future operating and maintenance personnel in making the system fulfill its planned operating performance.

Our engineering manager will have as his general focus of attention the built elements of the project—guideway, stations, roads, utilities, etc. Our systems engineering manager principally will focus on the manufactured elements—rail cars, traction power substations, power distribution, signaling system, fare collection system, etc. Together they will address system features such as safety and security, operations planning, and the maintenance base.

Our engineering manager and systems engineering manager will monitor PE progress through weekly status and coordination meetings with the PE/EIS Consultant. Their meetings will go over progress on each element under design development, starting with design requirements statements, progressing into design criteria and then into the preliminary design of various project elements, including guideway structures, station structures, maintenance base, track, traction power system, signaling system, fare collection system, and many others. These various systems are all interrelated and design interfaces will be an important aspect of the review. We will use the Interface Control Plan portion of the configuration management system to insure that all interfaces are being addressed.



As the work proceeds, the coordination of the PE activities among the various design disciplines becomes more and more important. Assuring that the design meets the needs of various external organizations such as other City departments, the Hawaii DOT and the various utilities will also be a critical factor. When the design sufficiently progresses and specific determinations are made about the adoption of specific solutions, we will start the program of configuration control, documenting the key design decisions and using our processes to distribute information about these decisions to all participating parties. An example of the main questions to consider in technical review are listed in Figure 5.7.

Our technical reviews of designs and design reports may include some investigation of detailed calculations and general checks of drawings, however we will not perform duplicate calculations or independently check every dimension or drawing reference. These are the responsibilities of the PE consultant and we view our role as not to duplicate that work, but to verify that the proper detailed checks and reviews have been made.

### Architecture

The PMSC's Architect Manager will coordinate the overall approach to the transit system's architectural design working closely with the City of Honolulu, the Department of Transportation Systems and the PE/EIS consultant. Essentially, all aspects of the rail transit system visible to the general public will be carefully studied, designed and constructed to the highest standards of design quality.

During the Preliminary Engineering phase, in order to advance the system's design from its current conceptual form to a definitive level that enables more accurate estimates of construction cost to be developed, two key activities will be undertaken initially:

1. Creation of the System's Design Language.  
The creation of an inspired Honolulu-specific design language for the system is of vital importance. Embodying Honolulu and Hawaii's rich cultural heritage in the physical forms of its system's facilities, while enabling a meaningful integration into their immediate environs, will engender significant civic pride in the entire system. Further, the resulting recognizability of the system throughout Honolulu will be key to the attraction of ridership, both its local citizenry as well as its many tourists.

### FIGURE 5.7: TECHNICAL REVIEW

- Does the design comply with the project requirements?
- Does the design comply with the design criteria?
- Is the design consistent with industry standards and codes?
- Will this design conflict with any project performance requirements?
- Is this a cost effective design for the purpose?
- Is the design documentation unambiguous for any subsequent participant?
- Has the design been fully coordinated among the various disciplines?
- Is the design at a sufficient level of detail, properly reflecting the effort expended?
- Are the individuals who performed design properly qualified to do the work?
- Are there any errors or discrepancies that need to be resolved?
- Have all reasonable alternatives been considered?
- Have all previous review comments been addressed or properly disposed?
- Have all third party considerations been addressed?
- Is the design constructible?
- Is the design compatible with environmental requirements?
- Does the design reflect appropriate progress? And, importantly,
- Can this design be constructed within the budget?



The ultimate goal of the system's unified design language will be the achievement of iconic status for Honolulu transit, internationally imprinting its physical form in much the same way as the red double-decker omni-buses of London, the coffered vaults of the Washington METRO train rooms and the "tented mountain range" of the Denver International Airport.

2. **Control of Design Activity.** As part of the continuing effort to further define the Baseline Project Description, the Architect Manager will coordinate the PMSC / City staff team and the PE/EIS consultant in the development of definitive programmatic requirements for each station site, each station and other system facilities as required. It's quite important that this work be accomplished before efforts are undertaken by the PE/EIS consultant to further the design definition of the system's facilities. All parties must be in agreement as to precisely what is being designed before those activities can commence.

Station site programmatic requirements will include pedestrian circulation and pathway linkage requirements, vehicular and bicycle circulation and parking space count requirements, station entrance orientation guidance, site-specific natural or man made features that are to be respected, public open space needs as well as required fixtures and equipment such as public seating, bicycle lockers, facilities for the elderly and disabled etc.

Station programmatic requirements will include a listing of all spaces to be provided at each station, both public and station support spaces. The space requirement information will include square footage needs, a description of any equipment to be accommodated in each space, a preliminary indication of the intended finish materials and information defining space adjacencies that need to be accommodated in the station's layout.

With the finalization and approval of the facility programmatic requirements and their incorporation into the Baseline Project Description document, the activity of re-examining and further defining the estimation of project construction costs can proceed. Preliminary budgets can reasonably be established for each station's site development and for each station itself. Budgets for each facility's architectural/ structural costs, their civil provisions as well as their electrical and mechanical needs can each be established. The PE/EIS architects and engineers will then be provided with clear direction as to what they're to design as well as the specific construction costs budgeted for their respective segments of the work. Achieving overall project budgets can only be accomplished when all architects and engineers are designing to their specific increments of that budget.

**A "Kit-of-Parts" Approach.** With the establishment of the Honolulu transit system's Design Language and the programmatic requirements for each facility, prototyping of guideway and station design configurations can begin. We have found that a kit-of-parts approach can best govern this design activity employing standard building components and systems, modularly sized structural elements and assemblies, a modular and harmonious palette of finish materials as well as standardized approaches to mechanical and electrical systems within each facility. This kit-of-parts approach will lead to reductions in design costs, initial capital costs, provide greater clarity in regard to facility constructibility, decrease life-cycle costs, improve the quality of system operation, make easier and more cost effective the maintenance and replacement of components and, enable a more controlled approach to the achievement of higher levels of environmental sustainability.

A kit-of-parts approach to the design of the guideway will yield a simple, uniform structural configuration of reduced visual impact. Its design will be guided by its need to fit its environs unobtrusively, minimizing its impact and, not calling attention to itself with the addition of non-essential "design elements."



Advantages to the project are attained when all stations are laid out according to a fixed and identical structural module acting as the ordering device for all such construction. This will enable a componentized approach to the procurement of structural members, structural assemblies, architectural fenestration and durable architectural finish materials requiring minimal maintenance. In the prototyping of the various station types (aerial center and side platforms, at-grade center and side platforms), the PE/EIS consultant will be admonished that “smaller is better”, that stations are merely entry points to the overall transit system and must therefore be configured as elegant, cost effective pavilions - not a series of budget-busting, self-conscious buildings.

The completion of the prototyping phase of the PE/EIS design activity will enable an orderly commencement of site adaptation for each of the system’s stations, addressing the unique and specific local functional requirements of each.

**A Sustainable Design Philosophy.** The construction of a rail transit system in itself confirms a commitment by the City of Honolulu, its leadership and its citizens to the reduction of vehicular travel generated impacts to the environment. The design of the system therefore should embody the same philosophy, one whose construction and operation are governed by the tenets of sustainable design, including but not limited to the following:

- Reduced energy consumption, coupled with the generation of a portion of each station’s energy requirements through the incorporation of integrated photovoltaics in roof and canopy structures
- Station designs oriented and configured to take maximum advantage of day-lighting and natural ventilation thereby reducing the consumption of electrical energy for lighting and mechanical ventilation systems
- Reduced potable water usage as well as a reduction in the generation of wastewater
- Rainwater retention for non-potable water usage (graywater systems) such as toilet flushing, landscape irrigation etc.
- Incorporation of on-site rainwater retention methods such as bio-retention cells and swales constructed to store and facilitate on-site surface water run-off infiltration
- Reduced material usage, minimizing the use of architectural finish materials while also providing incentives for “zero-waste” construction activities
- Commitment to the use of local materials, recycled construction materials and those with recycled content
- Adherence to VOC limits in all adhesives, sealants, paints, coatings and interior finishes

**Architect Manager’s Additional Responsibilities.** As part of the Architect Manager’s (Doug Tilden) overall coordination of the system’s design, he will be responsible for regular input to the project budgeting and cost estimating initiatives, input to the project’s design and construction schedules as well as playing a key role in the management of the PMSC’s change control process. Doug will monitor, track the status and review the PE/EIS consultant’s work products, as well as those of 3rd party consultants, providing written comments, recommendations and explanatory sketches as required. He will facilitate Peer Reviews of the PE/EIS architectural design work. Similarly, he will facilitate the Value Engineering process by helping to identify candidate architectural issues, framing their technical aspects and alternatives for evaluation while responding to enquiries having to do with potential savings. In regard to Risk Management, Doug will provide input and assistance as required during the analysis of risks associated with the architectural design of the system’s facilities. He will attend agency coordination meetings on a regular basis, support



the tenets of the project's QA/QC program while also assisting with the coordination and production of information and input necessary to satisfy the FTA's 5309 New Starts requirements.

## Environmental

Completion of the Environmental Impact Statement (EIS) and issuance of a Record of Decision (ROD) by the FTA is a major milestone in the project implementation process. Specifically, they are key elements in the process that leads to federal approval, and ultimately funding, to enter final design. There are several factors that will be critical to the success of the EIS, including but not limited to the following:

- *Developing a project design that minimizes adverse environmental effects.* InfraConsult staff will work with the City and PE/EIS consultants to maintain constant coordination of the environmental, preliminary engineering and public involvement activities.
- *Conducting the environmental analyses at a level of detail that satisfies federal, state, and local processes and requirements.* InfraConsult staff will assist the City in the developing detailed scopes of work and reviewing work products to ensure the PE/EIS consultant's deliverables meet these requirements. Primarily, these requirements include:
  - Federal
    - National Environmental Policy Act (NEPA)
    - Section 106 of the National Historic Preservation Act
    - Section 4(f) of the Department of Transportation Act
    - Section 404 of the Clean Water Act
    - FTA's Environmental Impact and Related Procedures (23CFR, Part 771)
    - FHWA/FTA's November 2006 SAFETEA-LU Environmental Review Process Final Guidance
    - US DOT's December 2006 Guidance for Determining De Minimis Impact to Section 4(f) Resources
  - State
    - Hawaii Revised Statute (HRS) 343
    - Environmental Guidebook for the Hawaii Environmental Review Process
    - State of Hawaii Department of Transportation Plan
    - Department of Hawaiian Home Lands Strategic Plan
  - Local
    - 2030 Oahu Regional Transportation Plan (ORTP)
    - University of Hawaii's West Oahu Strategic Plan 2002-2013
    - City and County Plans

The environmental analyses conducted during the AA have already identified a number of potential environmental impacts that will require further analysis during PE/EIS. These will likely include but not be limited to: impacts to historic structures, parks/recreational facilities, burial sites, and archeological sites, increased noise levels, residential and business relocations, and impacts to threatened or endangered species. InfraConsult staff will work with the City and PE/EIS consultants to develop mitigation measures for all significant adverse impacts resulting from the project. These mitigation measures identified in the EIS will represent commitments to the project made by the



City. Based on the impacts identified additional documentation may be required that could impact the schedule for completion of the environmental document. These could include:

- Developing and implementing a habitat conservation plan for threatened/endangered species, such as the *Abutilon menziesii* in the Kapolei portion of the alignment. Our staff is aware that for the 2004 North/South Kapolei Parkway Environmental Assessment, a habitat conservation plan was needed for this same species.
- Preparing a Section 4(f) Evaluation if parks and historic properties are adversely impacted as determined by criteria established in applicable Federal regulations, including the new De Minimus guidance. Additionally, based on Section 106 determinations of National Register eligibility and effects, InfraConsult will assist the City and the PE/EIS consultants in developing a Memorandum of Agreement (MOA) with the State Historic Preservation Officer (SHPO) for any adverse effects on historic resources. Finally, InfraConsult staff will ensure close coordination is maintained with FTA while preparing the Section 4(f) Evaluation and Section 106 materials.

Finally, as part of the technical review process, InfraConsult staff will ensure that the results the environmental analyses, description of impacts, and recommended mitigation measures are presented in a manner that is clearly understandable to the general public and local decision makers.

- *Identify approaches to creatively address and minimize environmental considerations.* InfraConsult staff will work with the City and PE/EIS consultant to proactively develop approaches to anticipate and address potential environmental issues so as to minimize potential public and agency concerns and project delays.
- *Developing a successful agency coordination process.* InfraConsult staff will work with the City and PE/EIS consultant to develop a process that brings together federal, state, and local agencies with different missions to reach a common goal of completing the environmental document. The success of multi-agency partnering will require continuous communication, a clear understanding of each agencies' roles and responsibilities, early resolution of issues, and a commitment to schedule. Additionally, InfraConsult staff will work with the City to develop a methodology to streamline the process for obtaining, reviewing and responding to comments for the partnering agencies.

### Constructibility Reviews

The InfraConsult team is comprised of personnel with extensive knowledge in the operations, maintenance and construction of major rail transit projects as well as other relevant construction experience. This experience will provide the City with a considerable advantage in addressing the constructibility issues that will affect this project. Constructibility reviews should address two very important questions: 1) can the contract be *bid* by a reasonable contractor?; and 2) can the contract be *built* by a reasonable contractor? By continuously testing the design against these standards, the team will define a project that will be bid at reasonable prices and a project that can be staged and constructed economically without major delays or claims.

Reviewing for constructibility issues is a procedure that should begin at the conceptual level of the project and continue throughout the design process. We strongly recommend that at least one formal constructibility review be performed at the 30 percent submittal of this project to determine the feasibility, cost and schedule of the project from the contractors' viewpoints. Constructibility is a claims mitigation procedure that needs to take place prior to problems developing and is a proactive way to deal with project issues. Acting upon issues, rather than reacting to issues, is the process that separates a successful project from a problem plagued program. The constructibility review of a project will also aid the designer from setting out on a path that is not feasible or financially beneficial to the program's



success by identifying issues that have proven in the past to produce instances where claims and change orders have developed.

In addition to our key Honolulu-based personnel, Simon Zweighaft and Bill Stead, InfraConsult has identified two additional resource experts who are available at the City's option to participate in this effort. Constructibility reviews would be led by Roger Ludlam, a former senior construction executive of three major contractors with rail transit experience. Assisting Roger would be Ken Knight, former manager of construction for the Toronto Transit Commission and vice president of Metro Canada Limited for the construction of the Vancouver Skytrain. Depending on the guideway structural system selected, we may also recommend a bridge design expert. This would be particularly relevant if segmental girder construction techniques are to be realized. As president of T.Y. Lin International, our project manager, Simon Zweighaft, was involved in the construction of both segmental and precast drop-in girder solutions on the viaducts for the H-3 projects. The results of these constructibility reviews should assist the designers in applying workable solutions to infrastructure, operations and schedule issues by engineers with practical field construction experience.

The constructibility reviews are beneficial in another aspect; they provide the City with advance notice concerning problems that may not be resolved during the design process. The best thought out design and implementation planning will still result in the development of certain issues that will subject the City to risk. The goal of a constructibility and claims mitigation effort is to reduce the risks associated with the program and to plan a strategy for dealing with consequences of delays or changed site conditions.

### Peer Reviews and Design Forums

When specific issues are identified that are particularly sensitive or technologically complex, it may be desirable to obtain input from individuals or organizations which have special knowledge of the issue beyond the expertise on the project team. Also, disagreements among the various project engineers may arise about the best approach to a problem. In these cases we may suggest the convening of a Peer Review Panel or a Design Forum to address the concern.

We use the term "Peer Review Panel" to identify a group of outside experts who deliberate and provide recommendations separately and independently after gathering information from the project staff about the issue at hand. In a Design Forum, one or more outside experts provide their expertise to work with the project staff to interactively address the issue. Separate recommendations may be produced by the Design Forum experts, but the solution is sought as a consensus that includes the project design forces.

When we identify a problem or issue that we believe might be aided by convening a Design Forum or Peer Review, we will advise the City, explaining the issue and describing why we feel that a particular outside expert or group of experts would be helpful, who our candidates would be for participating in the review, what we hope to achieve, and the cost and schedule proposed. Participants at Peer Reviews and Design Forums may include contractors, academicians, or staff from other transit agencies, as well as outside consultants. The identification and selection of appropriate personnel will be made by the City with input from the project team. Following the City's concurrence and direction to proceed, we will make all necessary arrangements, conduct the meeting and prepare a report on the outcome.



### *Task b) Coordination of Early Design Activities*

InfraConsult's Honolulu-based staff will participate in the coordination of early design activities which need to get underway prior to an NTP for the PE/EIS consultant.

We also recognize our responsibility to prepare the right-of-way acquisition and relocation plan and upon our notice to proceed, we will immediately begin the process of gathering data necessary to that plan by researching the City's authority and procedures for land acquisition. We assume the City will be retaining the services of land surveyors, title companies and appraisers so they will be available as final decisions about land acquisition are made. We will assist in the procurement process for these professional services. At the City's option, we are prepared to either participate in initial meetings with obviously affected property owners or work with the City to engage a specialist in land acquisition through governmental processes.

Other activities we will assist the city in pre-design preparations may include:

- Hiring specialists for geotechnical investigations including both research regarding existing borings and actual field drilling if warranted by the project schedule requirements,
- Obtain the services of a photogrammetry and mapping firm to produce base maps at appropriate scales for both design and planning. This typically involves identification of the area to be mapped at two scales and the need for supplementary surveying to pick up areas obscured in the photogrammetry, and
- Meeting with Hawaii DOT, the military and any other federal agencies which own property adjacent to or affected by the system to determine their needs and approval processes.

### *Task c) Assist in Value Engineering*

VE has been shown to be an effective management tool in the maintenance, control and optimization of scope, budget, and constructed value in programs similar to the Honolulu High Capacity Transit Corridor project. The goal of VE is to enhance the project's constructed value. The VE process, as successfully implemented on similar programs, utilizes a creative and systematic approach to evaluate the basic functions of a facility and its component systems and identifies alternatives for achieving these basic functions at a lower life cycle cost. As we view the process, VE will be a complementary activity to program management and design monitoring. The main objective of the VE program will be to provide the basic function at the lowest cost consistent with program requirements.

The InfraConsult Honolulu-based team will assist the City in VE services by developing a plan for Value Engineering Studies including selection of a candidate certified value specialist to lead the effort and in making recommendations for independent specialists who would participate in at least one VE study during preliminary engineering. (To properly obtain an independent review of design decisions, these specialists should not come from the PE/EIS consultant organization.) InfraConsult staff will also assist in the scheduling and logistics for the VE efforts.

The study (or studies) will be performed by multidisciplinary teams following the five-step job plan as recommended by the Society of American Value Engineers (SAVE). A formal VE report will be prepared for each effort. The report will encompass the recommendations of the VE study group with detailed cost estimates, life cycle analyses and sketches as necessary.



We recommend at this stage an approach to VE which is flexible, dependent on the size, complexity and status of a given portion of the project. In general, a VE review will address both design and construction-oriented activities in a 40-hour VE workshop, as follows:

- Pre-Workshop Phase: prior to conducting a VE workshop, we will:
  - Meet with the CVS facilitator to develop a plan for the workshop.
  - Discuss among the project team the organization, management and schedule for the study.
  - Collect and coordinate information and materials for the study and become familiar with pertinent data.
  - Distribute, in advance of the workshop, background information to study team members.
  - Organize mobilization and logistic arrangements for the workshop.
- Jointly with the facilitator, conduct an orientation meeting with the participants to establish:
  - "Ground rules" of the workshop.
  - Overall focus of the workshop.
  - Any special considerations or issues to be addressed by the study team.
  - Completeness of available information.
  - Additional resources needed for the workshop.
  - Special constraints.
  - Clarification of program criteria and assumptions.
  - Clarify information on project constraints.
  - Conduct a site visit.
- VE Workshop: Conduct or otherwise provide for a VE workshop using the basic VE job plan of SAVE, which involves:
  - Information/functional analysis.
  - Speculative/creative brainstorming.
  - Evaluation/analysis.
  - Development/refinement of workshop recommendations.
  - Draft report preparation and initial presentation by VE team to the City and project team.
- Post-Workshop Phase: upon completion of the workshop, we will prepare a draft workshop report documenting findings, including costs, scope and any proposed criteria modifications. The report will include:
  - Description of the VE study team.
  - Project description and design concept summary.
  - A complete outline of recommended concept, scope and criteria modifications.
  - Summary of project costs and cost models.
  - Original design and proposed alternatives, showing sketches, design calculations and cost comparisons impacting construction and operations.



### ***Task d) Assist in Review of TOD and Joint Development Planning***

Land use planning considerations for the project will involve not only transit-specific planning activities, but will provide a consistent interface with the full range of land use planning issues facing the City of Honolulu. This project is an exciting opportunity to achieve a unified, high quality transit system design that can act as a focus for community and economic development, enhance and preserve neighborhoods, and elegantly provide the vital mass transit link in Oahu's transportation network.

#### **Transit-Oriented Design Approach**

The transit corridor alignment and station locations were conceptually established during the Alternatives Analysis process. During the Preliminary Engineering of the system -stations, guideway and related transit facilities - continued attention will be given to planning impacts on the Honolulu metroscape.

Our land use planner, Sue Tilden, will be based in the project office. Sue has extensive experience in transit-oriented development and land use planning and will lead our work to establish a coordinated transit-oriented design approach, in concert with City staff, the PE/EIS consultant and other stakeholders. This approach will be employed to ensure that planning concerns ranging from regional issues to site-specific design and development are fully scrutinized, including:

- Island-wide development, social and environmental impacts;
- Ongoing analysis of, and recommendations for, adjacent area zoning, land use regulations and local planning initiatives;
- sustainable site and facilities design considerations; and
- Urban design/site design approach which ensures appropriate and consistent transit facility design that is sensitively integrated with both unique station-area surroundings and along the entire transit corridor.

Such an approach will focus on land use planning objectives that enable the City to best capture the potential benefits of mass transit. Planning for (and zoning for) increased densities in the vicinity of stations should: result in decreased automobile use, increase the use of local-area amenities, extend hours of activity potentially helping to lower crime rates, stimulate mixed-use business and entertainment opportunities, as well as increasing the probability of substantial transit ridership for the new system.

#### **Transportation Linkages**

Mass transit should strive for a seamless fit into the transportation network of Honolulu. Aside from achieving the goal of well-planned intermodal interfaces with automotive, bus, shuttle and airplane transportation, the transit system can stimulate non-vehicular mobility. The PMSC will work with local entities to help plan for City-wide pedestrian and bicycle ways (as well as accommodating handicap-mobility devices, roller-blade, and water-based modes, etc.) that form coherent, transit-enhanced circulation patterns. In such a setting as Honolulu, the ability to access beaches and waterfront areas along clearly defined paths to the sea from transit stations will be important for local residents and visitors alike.

#### **Orientation and Urban Integration**

During Preliminary Engineering planning and design activities, as PMSC, we will work with the PE/EIS consultant to keep the premier amenities of Hawaii always in mind. Views of water and coastline, mountain and city skylines are important to providing a sense of place, as is use of native vegetation for landscaping and locally-derived finish materials within stations. Awareness of and enhanced access



to a full range of destinations will be a system goal: employment, shopping and business destinations, hotels, dining and entertainment venues, residential areas, parks and zoo, University of Hawaii, tourist sites and the airport.

To this end, attention will also be focused on the design of graphics and signage systems which coordinate to a high degree with both existing and yet to be developed public wayfinding and informational signs. Such features as station-area maps with local points of interest, conformity of city-wide/system-wide graphics symbology, notification systems for local events, clear directions to multi-modal transportation interfaces and so on, can result in a mutually beneficial interplay between transit system and City. A well-conceived, high quality program for the transit system is indispensable in achieving the sense of orientation and urban integration that can help to successfully meld the transit system into Honolulu's existing physical and social environment.

### Station Area Development Planning

Preliminary Engineering design work will take place in the context of the project's community involvement and outside agency coordination programs. As the PMSC, we expect to be working closely with citizen groups, business interests, the development community and governmental planning entities to address specific concerns and to make sure that desired outcomes are planned for and accommodated by the project.

A program of specific Station Area Development Plans, developed in coordination with the City and other entities, needs to be produced that will identify station area objectives, describe various types of targeted development opportunities and provide a useful informational resource to interested parties. These would include Station Area Profiles, Alternative Concept Plans and Final Concept Plan, all with maps and plans depicting:

- Current characteristics, land use, zoning, circulation;
- Development trends;
- Transit site development diagrams; and
- Future goals and objectives including transportation, open space, and proposed development.

### Joint Development

Joint development opportunities will also be explored. Wherever appropriate conditions occur, transit-owned properties may be made available to private development interests to be jointly developed in some form of public-private partnership arrangement.

Such properties may, in a number of cases, come into public ownership through the acquisition process. As such, their development could appropriately be handled within a branch of the Real Estate Acquisition organization. In any case, joint development represents an opportunity to achieve a mutually-beneficial use of transit property above and beyond system needs.

Joint development is an appropriate transit-oriented development activity. It helps to fulfill the goal of achieving higher densities of residential and commercial development adjacent to stations, thereby relieving the need for automobile travel, particularly in congested areas.

Such development, of course, provides an additional revenue stream to the public owner. It also should allow closer control of the type of development, by focusing on targeted development objectives, to be proffered for investment to the private development community. The PMSC would be available to work



with the City in exploring joint development alternatives, creating selected joint development scenarios, and crafting Solicitations of Interest for joint development, as well as providing management capabilities once developer selection has been made.

### **FTA Section 5309 New Starts Project Justification**

The Land Use Planning Manager will work closely with City staff and the PE/EIS consultant, as well as FTA personnel as appropriate, in the compilation of the Transit Supportive Land Use and Future Patterns section of the 5309 package. (“Existing Land Use, Transit Supportive Plans and Policies, Performance and Impacts of Policies.”)

### ***Task e) Attend Agency Coordination Meetings***

All InfraConsult Honolulu based staff will be available to attend agency coordination meetings as requested by the City. When so desired, our staff will prepare agendas, arrange logistics, and produce meeting documentation including follow-up or action items lists. When there is subsequent action resulting from the meeting we will make use of “tickler” files to track follow-up activities and keep the City informed as to whether planned schedules are being met.

### ***Task f) Attend Public Meetings and Assist in the Public Information Program***

Public outreach is perhaps the most important element of this effort; the project will not move forward, even with the best management and technical application, if all individuals or groups who are potentially affected by the project are not part of the process. During the previous phases of developing this fixed-guideway project, the City’s aggressive public outreach program helped to create and maintain lines of communication and informational relationships. The public outreach program developed for this next phase of the project should build upon those relationships, apply lessons learned, and implement refinements and modifications as needed to address changing conditions.

The challenges are several: provide easily understood information about the study throughout the project life-cycle; incorporate feedback loops that are broadly representative of the region’s “publics” and key partners; orchestrate a proactive citizen engagement effort; and constructively work with the region’s media. As the project moves into progressively more technical phases, translating the complex, technical, and sometimes dry and arcane world of transportation engineering into user-friendly language and graphic formats becomes increasingly important.

Consistent with FHWA/FTA’s six elements (Figure 5.8) in effective public involvement planning, the first step is to determine the goals and objectives for public outreach on the project, then develop a Public Outreach Plan (“Plan”) using those goals and objectives as the base.

Our Plan will emphasize visual information and a wide variety of input opportunities. The goal is to develop a plan to ensure that:

- People are informed, educated, and engaged early and continuously.
- Participant comments receive meaningful consideration and are integrated into the projects as appropriate.



- Participant issues and concerns are addressed clearly and understandably prior to final decisions.
- Innovative techniques are utilized to obtain input from all groups including those who find it difficult to attend public meetings or open houses.
- The effort for this project is consistent with and augments other City outreach programs and any relevant local jurisdictional public involvement/consultation processes.
- Documentation and follow-up are timely, consistent, and thorough.

We will identify public involvement activities and techniques based on the needs of the project and linked to key technical milestones. The matrix shown in Figure 5.9 identifies some of the potential techniques that can be used to facilitate coordination and interaction with the stakeholders.

The nature of the Honolulu High-Capacity Transit Corridor Project will likely present some unique challenges to be addressed when preparing and implementing the Public Outreach Plan. Those challenges could include:

- Language and cultural diversity - always important, the need to develop information and participation opportunities for all affected stakeholders will become more pronounced as the project progresses into more technical phases.
- Geographic coordination/consistency - because the project spans an extensive area, it will be important to create outreach and communication methods that recognize differences and are tailored to each community's unique identity and values. This same challenge was present when our public outreach manager, Terry Gruver, managed public outreach for the Central Phoenix/East Valley Light Rail project. In that instance, she formed a team of "neighborhood specialists" who each had unique qualifications that enhanced their ability to effectively interface with the neighborhoods to which they were assigned.
- Maintaining effective links between technical and public outreach activities/milestones - as the PE/EIS work advances, it will be critical for public outreach staff and technical staff to maintain regular, consistent communication so that engineering/environmental issues that could potentially impact the public outreach plan are identified early, and vice versa. In this way, appropriate steps can be taken to adjust public outreach or determine effects on other aspects of the project.

In creating an effective public outreach plan for this project, it will be important to identify outreach and communication techniques that consider lifestyle and the range of degree to which individuals

### FIGURE 5.8: SIX USEFUL KEY ELEMENTS IN PLANNING FOR EFFECTIVE PUBLIC INVOLVEMENT\*

Six useful key elements in planning for effective public involvement\*

1. Clearly-defined purpose and objectives for initiating a public dialogue on transportation plans, programs, and projects,
2. Identification of specifically who the affected public and other stakeholder groups are with respect to the plan(s), program(s), and project(s) under development,
3. Identification of techniques for engaging the public in the process,
4. Notification procedures which effectively target affected groups,
5. Education and assistance techniques which result in an accurate and full public understanding of the transportation problem, potential solutions, and obstacles and opportunities within various solutions to the problem, and,
6. Follow through by public agencies demonstrating that decisionmakers seriously considered public input.

\* FHWA/FTA Questions and Answers on Public Involvement in Transportation Decisionmaking



**FIGURE 5.9: PUBLIC INVOLVEMENT ACTIVITY MATRIX**

Activity	Target Audience		
	Elected Officials	Project-Specific Group(s)*	Community Stakeholders / General Public
Newsletters/Project Flyers			●
Progress Reports	●	●	
Presentations	(as needed)	●	●
Open House Meetings			●
Displays			●
Website	●	●	●
Information Packets	●	●	
Interviews	●	●	
* For example, an Agency Advisory Group or Technical Team.			

and groups want and need to be involved. For example, some may not be willing or able to attend a public open house meeting, but would gladly participate in a web survey; some may not be comfortable speaking in front of a large group, but would happily fill out a comment card or speak to a stenographer. The key is to provide a wide variety of input and information opportunities so that it is easy for everyone to learn more about and participate in the project.

InfraConsult staff will be readily available to attend agency coordination meetings and public meetings. We are also prepared to assist in the public information program in whatever capacity desired by the City.

***Task g) Assist in Responding to Comments and Requests for Information***

Timeliness, consistency, and thoroughness are the key components for success here. A strong believer in the value of follow-through and useful documentation, our Public Outreach Manager, Terry Gruver, has developed innovative methods - tailored for individual projects - for responding to and documenting stakeholder input. For example, for the METRO light rail project in Phoenix, Terry implemented a monthly Public Involvement Activities Report (PIAR) that gave an up-to-date snapshot of public involvement activities, along with significant stakeholder issues, comments, and concerns. A valuable document for the project team, the PIAR is still being used and has been expanded to circulate to the FTA as a vehicle to keep the agency informed on the project's progress from a community involvement perspective.

Additionally, there are several relatively new database software packages designed specifically for managing stakeholder database and stakeholder input. These programs work especially well on large,



complex projects like the HHCTC project where it is critical to maintain accurate records of communication streams. As we develop the overall Plan for community outreach, we will work with City staff and others as appropriate to determine the value of a program like this for the HHCTC project.

### ***Task h) Other Duties as Required***

Working as an extension of the City staff in the integrated project office, InfraConsult staff will routinely perform such other duties related to the technical oversight of the PE/EIS effort as the City may direct. When additional duties are assigned, we will coordinate with City staff to reach a general agreement on necessary labor hours and will document the time spent in completing each of these assignments. In the unanticipated event that these other duties become so extensive as to cause the PMSC to potentially exceed its budgeted hours, we will advise the City project manager and request direction on how to proceed.

## **5.5 PRE-FINAL DESIGN ACTIVITIES**

### ***Task a) Update the Project Management Plan for the Final Design Phase***

The final design phase of the HHCTC project will involve a much larger group of design consultants than will be used during the PE/EIS phase. Additionally, the design activities being undertaken will differ substantially from PE in that all design and procurement documents for equipment and construction will be completed. InfraConsult's Honolulu based staff will work with the project team to update the PMP including a refined description of the project baseline. The revised plan will be based on the anticipated conditions of the next phase, addressing a more comprehensive organization, the procurement plan, the roles of the various consultants and contractors and several more detailed final design activities. Additional elements will include increased focus on:

- The FTA record of decision
- The program for real estate acquisition,
- An outline of the processes planned to be used for construction change orders and claims,
- The provisions for insurance (wrap-up or otherwise),
- An outline of the plans for construction management,
- Updates of the quality plan to address the additional requirement of final design,
- An outline of the plans for quality control/quality assurance of both constructed elements as well as equipment procurements,
- Further refinement of the safety and security management plan,
- Further refinement of the O&M plans, and
- An updated schedule and budget for the project.



### **Task b) Prepare a Real Estate and Acquisition Plan**

One of the key components of the project, paralleling Preliminary Engineering activities, will be the development of a real estate acquisition program. In concert with the City, we will develop a Real Estate Acquisition Management Plan that sets out the process and organizational structure needed to acquire the properties necessary for construction of the project.

The goal of the Real Estate Management Plan is to achieve three objectives:

1. The timely availability of property for Project Construction
2. The uniform and equitable treatment of those displaced from their homes or businesses as a result of the Project
3. The appropriate handling of property after acquisition

The following specific federal regulations apply to the HHCTCP Real Estate Acquisition Management Plan:

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Pub. L91-646, as revised by the Surface Transportation and Uniform relocation Assistance Act of 1987, Title IV of Pub. L 100-17.
- 49 CFR Part 24, dated march 2, 1989, titled Uniform Relocation Assistance and Real Property Acquisition regulations for Federal and Federally Assisted programs, Final Rule and Notice.
- FTA Circular C 5010.1C, Grant Management Guidelines, of which Chapter 11 deals specifically with acquisition and relocation, and Section 7, Acquisition Use and Disposition of Property, and Section 8, Relocation.
- FTA Policy on Joint Development, Federal Register, March 14, 1997 (Volume G2, Number 50).
- FTA Circular C 9300.1A, Joint development Projects, Appendix B, dated October 1, 1998.

In addition the Real Estate Management Plan must adhere to applicable City/County of Honolulu and State of Hawaii statutes regulating environmental aspects of acquisition, such as site inspection, survey of prior owners and uses, etc. At the direction of the City, InfraConsult plans to retain local assistance for the drafting of the Real Estate Management Plan to insure all state and local real estate acquisition regulations are included in the plan.

The key components of the Real Estate Acquisition Management Plan are listed in Figure 5.10.

### **Task c) Prepare a Fleet Management Plan**

Once the preliminary engineering can provide sufficient detailed information about the project, InfraConsult's Honolulu-based staff will work with the PE/EIS consultant on the details of a fleet management plan. To fulfill the conditions for entry into

#### **FIGURE 5.10: COMPONENTS OF THE REAL ESTATE ACQUISITION MANAGEMENT PLAN**

- Introduction
- Organization Structure
- Acquisition Schedule
- Real Estate Cost Estimate
- Acquisition Process
- Relocation
- Property Management
- Joint Development
- Funding
- Document Control



final design, the City must present a plan for the project that addresses operating policies (level of service requirements, train failure definitions and actions); peak vehicle requirements (service period and make-up, e.g., standby trains); maintenance and overhaul program (scheduled, unscheduled, and overhaul); system and service expansions; rail car procurements and related schedules; and spare ratio justifications. Bill Stead, our engineering manager has held lead operating positions in several rail transit operating properties, including the multi-modal Boston MBTA and San Francisco's Muni light rail system. Bill will head up our efforts in the production of the Fleet Maintenance Plan assisted by Jurgen Sumann, our Systems Engineering Manager. Jurgen has performed similar work for the Los Angeles MTA and for the San Diego system where he consulted on the start up of the Mission Valley East Project.

Another purpose of the fleet management plan is to ensure that the City's existing transit service will not be degraded as a consequence of the design and construction of the new project, and that the City will have adequate service to meet the transit demand for the years leading up to and following construction of the new starts project. So the fleet management plan will also address the ongoing surface bus operations and we will deal closely with the current transit operating staff to ensure that the needs of the current system are satisfied while developing the future system.

The plan will include the following elements:

- A description of the City's existing transit service in terms of level of service, operating costs, reliability, quality and support functions and a demonstration of how the City will provide adequate service to meet the transit demand for both the years leading up to and following construction of the project
- A description of the proposed fleet planned for the project including composition of the fleet, operating conditions, maintenance, facilities, peak vehicle demand, spare ratio and other factors
- A description of City's program for maintaining and operating the fleet reliably with a high quality of service over the life of the project.
- A description of the City's plan for managing these assets, including staffing organization and staff levels, a program for developing maintenance procedures, procuring and managing spare parts and consumables, periodic inspections at various levels of intensity and strategies for fleet expansion at the appropriate time and preventative maintenance and overhaul programs.
- The plan should also include a management information system which reliably provides needed operating and financial data such as current estimates of vehicle operating costs, reliability and life expectancy, for decision-making and performance review.

#### ***Task d) Assist in the Request to Enter Final Design***

As we reach the end of the PE phase, InfraConsult's Honolulu-based staff will assist the City in preparing a "request to enter final design." The request must provide information that demonstrates to FTA the technical capability and financial capacity of the City to advance the project into final design. Like the approval to enter into preliminary engineering, FTA bases their approval upon a review and evaluation of the costs, benefits, and impacts under the statutory project evaluation criteria. Final design is the penultimate major phase of project development, and includes right-of-way acquisition, utility relocation, and the preparation of final construction plans (including construction management plans), detailed specifications, construction cost estimates, and bid documents. During the final design program, the City and FTA will execute the Full Funding Grant agreement.



In addition to completion of the preliminary engineering itself, there are a number of other prerequisites which must be met in order to obtain the FTA approval. For example, all applicable environmental requirements must be fulfilled including the final certification of the FEIS. The City's request must include information sufficient to demonstrate its technical capability and financial capacity to undertake final design. Like the approval to enter into preliminary engineering, FTA must evaluate and rate the project as "recommended" or "highly recommended" to allow entry into final design. The Section 5309 report forms the basis for this recommendation. Before the request to enter final design is prepared, the project will have been through the 5309 cycle at least twice during the 2-year preliminary engineering program.

Entry into final design has a higher threshold than entry into preliminary engineering. When requesting entry into final design, it may be necessary for the City to provide stronger evidence of land use commitments or other factors to retain its overall "recommended" or "highly recommended" rating at this stage. InfraConsult use it's Honolulu staff to assist in developing any additional information required and will draw on its expert resources and the resources of its subconsultant firms for additional personnel experienced in addressing the more advanced FTA issues which may arise.

Within the context of the FTA planning and project development process for such projects, the City and County of Honolulu has now completed alternatives analysis and selected it's locally preferred alternative. We are about to enter Preliminary Engineering. Preliminary Engineering (PE) is one of the recognized major development phases in a project. It is in the PE phase that the extent of Federal contribution to the project will be determined. According to relatively new regulations, FTA requires that its project participation, which is determined in PE, will not be exceeded except for certain unusual circumstances. The full funding grant agreement which will be negotiated during final design, is expected to be based on the budget estimate prepared at the end of PE.

### **Before and After Study Work Plan**

The FTA requires an update of the Before and After Study Work Plan be developed in order to enter into final design and to receive an FFGA for the project. The Before and After Study is required by FTA in order to better measure how well Federal New Starts projects achieve their stated projections during the project development stages. Work plan components include monitoring of land-use patterns, ridership impacts, increase or decrease of costs during construction, operating and maintenance cost differentials and revenues. The work plan is normally executed by public agency staff or with the assistance of a consultant. The study will have two purposes: 1) to expand the insight into the actual costs and impacts of the alternative implementation on transit ridership and service, and, 2) to improve the technical methods used in the planning and development of the alternatives. By working closely with City and FTA staff, the plan can be developed collaboratively thereby expediting its approval. Mr. Ray Sosa, as lead PM during the EIR/EIS process for the Metro Gold Line Eastside Extension was one of the first to meet the new requirement in 2004.

### **Safety and Security Management Plan**

In October 2006, FTA issued a proposed circular implementing requirements for the preparation of a Safety and Security Management Plan (SSMP) as a part of a grantees Project Management Plan. While that circular has not yet been finalized, it can be expected that the City will be required to adhere to most, if not all, of the major requirements identified in this circular as a prerequisite for obtaining FTA approval to enter into the final design program.



While most of these requirements would certainly have been addressed in a typical new starts project for a sophisticated project, they will shortly be codified as a specific set of activities and plans which will be directly assessed by FTA in a consistent manner. To receive FTA approval means that the City and its consultants must perform the following six major activities and document them in the SSMP:

1. Prepare a Policy Statement endorsed by the Mayor stating the project's commitment to safety and security.
2. Identify Safety and Security Interfaces.
3. Establish Safety and Security Organization.
4. Identify Specific Safety and Security Activities by project phase for Preliminary Engineering, Final Design, Construction, and Pre-Revenue Operations.
5. Ensure Construction Safety and Security.
6. Ensure Coordination with External Agencies.

To meet these significant requirements the City/InfraConsult management team will need to work with the PE/EIS consultant in an integrated program which will have a high level of activity and attention throughout the preliminary engineering phase. A safety and security organization will need to be established for preliminary engineering as a fledgling department which will grow over the life of the program culminating in integration into the rail operations management structure. The relationship of this organization to other City departments and a wide variety of external organizations will need to be spelled out. We will conduct discussions with the City including its safety, security and emergency response departments to determine the best approach both for meeting the Federal requirements as well as meeting the organizational needs of the City.

The SSMP will almost certainly incorporate a variety of other plans and processes which will reach varying stages of completion during PE. Among these are likely to be:

- A Safety and Security Certification Plan (SSCP),
- A Construction Safety and Security Plan,
- A System Safety Program Plan (SSPP),
- A System Security Plan (SSP),
- Hazard Analyses (preliminary and detailed),
- Vulnerability Analyses (preliminary and detailed)
- An emergency response plan,
- Staffing and training plans,
- Operating rules and procedures,
- Maintenance manuals, and
- Plans for emergency exercises and drills.

Compliance with safety and security requirements on a massive and complex project such as this has always been a substantial effort. With the new FTA requirements, any fragmented approaches will give way to a coordinated and documented process that will clearly spell out the major provisions of the program.



### ***Task e) Assist in Developing an Early Action Plan***

The transition from Preliminary Engineering to Final Design is critical to keeping the HHCTCP on schedule. We will assist the City and the PE/EIS consultant in preparing an early action plan for long lead items and critical path activities. These items could include:

- Vehicle Design and Acquisition
- Real Estate Acquisition Plan Implementation
- Utility Agreements
- Maintenance and Operation facility design
- Expediting FTA approval to enter into Final Design
- Innovative financing for early action items

Successful implementation of the early action plan can save the City significant money and assure an on time opening of the system. The InfraConsult team will be available, if requested by City staff, to assist in the transition period between PE/EIS and Final Design. It is our experience that major infrastructure projects must be managed with a “sense of urgency” and can not afford to lose months of progress transitioning between project implementation phases.

### ***Task f) Participate in Utility Master Agreement Development***

We will assist the City in preliminary meetings with utility companies. These meetings should address the types of relocations anticipated, the costs involved both in engineering and in construction, the project’s schedule requirements, and finally the issues related to betterments and upgrades. In these types of projects where there are typically multiple relocations to be addressed and considerable uncertainty over the details during the early stages, we have found it beneficial to reach early agreement on relocation principles in utility master agreements. Such agreements then form the basis for negotiation individual activities on a task by task basis without having to repeat or renegotiate the underlying principles in each specific case. Lead time is often a particular problem for utility companies and these early meetings should address any constraints which might be imposed on the project schedule to meet the needs of the utility owners.

### ***Task g) Other Duties as Required***

Working as an extension of the City staff in the integrated project office, InfraConsult staff will routinely perform such other duties in pre-final design activities as the City may direct. When additional duties are assigned, we will coordinate with City staff to reach a general agreement on necessary labor hours and will document the time spent in completing each of these assignments. In the unanticipated event that these other duties become so extensive as to cause the PMSC to potentially exceed its budgeted hours, we will advise the City project manager and request direction on how to proceed.



## 5.6 SPECIALIZED ON-CALL SERVICES

### *Task a) Other Duties as Required*

Working as an extension of the City staff in the integrated project office, InfraConsult staff will routinely perform such other duties as the City may direct. When additional duties are assigned, we will coordinate with City staff to reach a general agreement on necessary labor hours and will document the time spent in completing each of these assignments. In the unanticipated event that these other duties become so extensive as to cause the PMSC to potentially exceed its budgeted hours, we will advise the City project manager and request direction on how to proceed.

## SERVICES PROVIDED BY NON-RESIDENT RESOURCES

InfraConsult has committed to a workforce of 14 staff members as full time residents assigned to the HHCTCP office. As Project Principal, Mike Schneider is committed to the project as a non-resident who will be continually in Honolulu to assist throughout the life of the project. There are no other InfraConsult non-resident employees proposed for the HHCTCP.

## SERVICES PROVIDED BY SUBCONTRACTORS

1. **Full Time Staff:** All but one of the 14 full time positions included in our plan for the Honolulu project office will be InfraConsult employees. We intend to provide one full time employee, Clint Chapin, our project scheduler, through a subcontract with Kal Krishnan Consulting Services. (Kal Krishnan Consulting Services - KKCS - is a well-known firm that specializes in project scheduling, cost control, and project management). Clint will lead the performance of a full range of project control services including scheduling, cost engineering and budget analysis. Our subcontract with KKCS will provide for Clint's services on this project in Honolulu on a full time basis for the duration of our contract or as long as the City determines his services are necessary. When the City selects and brings to the project its own employee(s) for project control, Clint stands ready to train that person, and after an appropriate period of training to depart the project.
2. **Configuration Management Support:** InfraConsult intends to enter into a short term subcontract with LKG-CMC, Inc. to provide advice and assistance to our project manager, Simon Zweighaft in the preparation of the Configuration Management Plan. Claudia Elliott, a staff professional at LKG-CMC, will provide the firm's services in directly with the Core PMSC team in Honolulu, as close coordination of this effort is necessary. Claudia has previously worked with Simon on this type of assignment and is very familiar with the configuration management processes needed for a major rail project. We have budget a total of two person months for this assignment which will occur in two trips early in the PE/EIS phase.
3. **Transit Planning Support:** To supplement the PMSC expertise in rail transit planning, we have nominated two highly experienced individuals from CDM, Inc. CDM has brought into its Los Angeles office two senior rail transit planners, James de la Loza and Raymond Sosa. These former Los Angeles County Metropolitan Transportation Authority employees had responsibilities for ensuring that all FTA



New Starts requirements were fulfilled by that agency for several major rail and bus rapid transit projects. Raymond Sosa, in particular, has worked closely with FTA District 9 in bringing projects such as the Los Angeles East Side LRT into implementation. For the Honolulu High Capacity Transit Project, Ray will provide a plan for the “Before and After Study” and will also provide advice and guidance in our annual preparation of the 5309 Report. The total duration of the CDM contract is expected to run through both cycles of 5309 reporting that we will undertake; however, we anticipate this assignment to be a limited effort, involving no more than two person- months of effort intermittently over this period.

4. **Financial Planning Support:** One of the major determinations that FTA must make prior to funding the HHCTCP is that the City has the financial capacity to carry out the proposed project. The City’s transit financial plan is the key document which demonstrates this capability. To assist the PMSC in the development and preparation of this plan, we have supplemented our team with the services of Sharon Greene from Sharon Greene and Associates (SGA). SGA is a specialist in transportation economics and finance, transportation planning and transport systems development. In addition to supporting the PMSC and the City in the development of the Financial Plan, SGA will assist the team with development of the financial portion of the annual FTA 5309 New Starts Report submittal. Sharon has provided these services for rail programs in such metropolitan areas as San Francisco, Phoenix, Jacksonville, Salt Lake City, Orange County, Orlando and Los Angeles. Her work has frequently been cited by the FTA as an example of the state-of-the-art in financial analysis and evaluation methodology for New Start transit projects.
5. **Engineering and Program Management Support:** InfraConsult has arranged for Gannett Fleming, Inc. to provide engineering and program management support for the HHCTCP. Gannett is a leading transportation engineering firm with over 2000 employees and extensive rail transit design resources. These resources will be available to the City and County of Honolulu, on an as needed basis, for special technical studies and review of work products produced by the PE/EIS consultant. In addition, for the past ten years Gannett Fleming’s Management Consulting Group has been a leading Project Management Oversight Consultant (PMO) for the Federal Transit Administration. As PMO on eight major capital construction projects in three FTA regions, Gannett Fleming’s services have included reviews and audits of design, construction, maintenance, and operations of rail projects. Larry Miller, Vice President with Gannett Fleming and western operations manager for their management consultant practice, is committed to supporting this project. Larry’s experience includes time spent as the CEO/GM of British Columbia Transit in Vancouver, BC where he led the development of that city’s Skytrain system. He has conducted PMO and management review services on a variety of other major fixed guideway projects. InfraConsult intends that Gannett Fleming services be provided on a case-by-case basis if and when authorized by the City as a part of the reserve allowance for extra work. Their resources will be available as needed for the entire duration of the InfraConsult Contract.
6. **Capital Markets and Public-Private Partnerships:** To complement and support the core PMSC team, we have asked Thomas Bradshaw, a senior investment banker and Managing Director of the Citigroup/Smith Barney Transportation Group, to be an integral member of the team. Tom’s Wall Street experience is extensive, having led and/or co-managed numerous transit, highway, toll road, airport and marine port financings. He is one of the country’s most knowledgeable experts on effective utilization of capital markets for financing public works and transportation infrastructure, and has strong ties to both the investment banking community and national political leadership. Tom will lead the analyses of potential roles for public-private partnerships and private capital investment, and will also lead studies involving effective use of bonding and other sources of debt financing for the High Capacity Corridor Project. Citigroup/Smith Barney has been involved in several project financings in Hawaii, including the Airport, and has an investment products office in Honolulu.



7. **Expert Resource Group:** Recognizing that occasionally the project team will benefit from the knowledge and experience of very senior people with extensive experience in the industry, InfraConsult has made arrangements with a set of experts on various topics who have agreed to be consulted if and when necessary. We would propose these people for specific reviews within their respective fields of expertise if and when appropriate topics arise. This group includes:
- Larry Miller—former CEO/GM of BC Transit in Vancouver will be an advisor on transit project management and development.
  - Ken Knight—former rail transit system senior engineering manager for projects in Toronto, Buffalo, Washington, Vancouver, Phoenix and elsewhere will be an advisor on rail transit project engineering.
  - Robert Thum—partner in the law firm of Thelen, Reid, Brown, Raysman and Steiner will be an advisor on design-build contracting legal terms and conditions.
  - Roger Ludlam—former president and CEO of Perini Corporation and Morrison-Knudsen/Washington Group will be and advisor on constructibility and construction contracting issues.

When these selected subcontractors and expert panel members are merged with the people and services in the Honolulu project office, the InfraConsult team provides the full range of technical expertise needed to support this project.





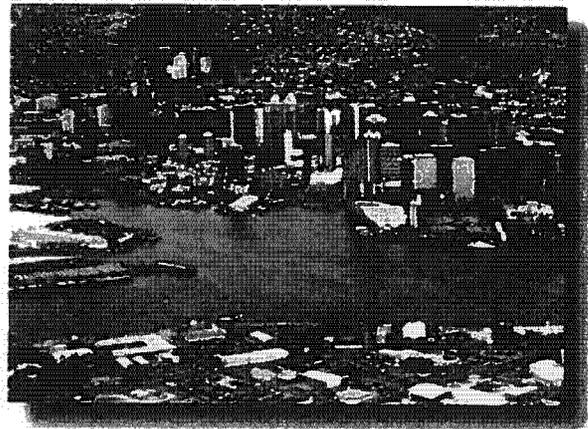
## 6. Organization and Management Plan

### 6.1 ORGANIZATION CHART

We have organized the Project Management Support Consultant team into three informal groups that correspond to the PMSC's general functions:

- Planning and Environment
- Engineering and Architecture
- Finance and Administration

Figure 6.1, Project Organization, illustrates these groups. Since this assignment is a project management support activity, the individuals named will be collaborating with both City staff and the appropriate groups within the PE/EIS contractor's team. Therefore, we do not expect the group structure shown in the figure to be a "management" structure with a formal reporting hierarchy, but rather a shorthand method of grouping basic support and oversight functions.



### 6.2 MANAGEMENT PLAN

As Managing Principal and InfraConsult's Officer-In-Charge, Michael Schneider will maintain overall responsibility for quality, performance, and staffing for this engagement, and will be in continual communication with City staff and the project team. The InfraConsult PMSC team will be led directly and

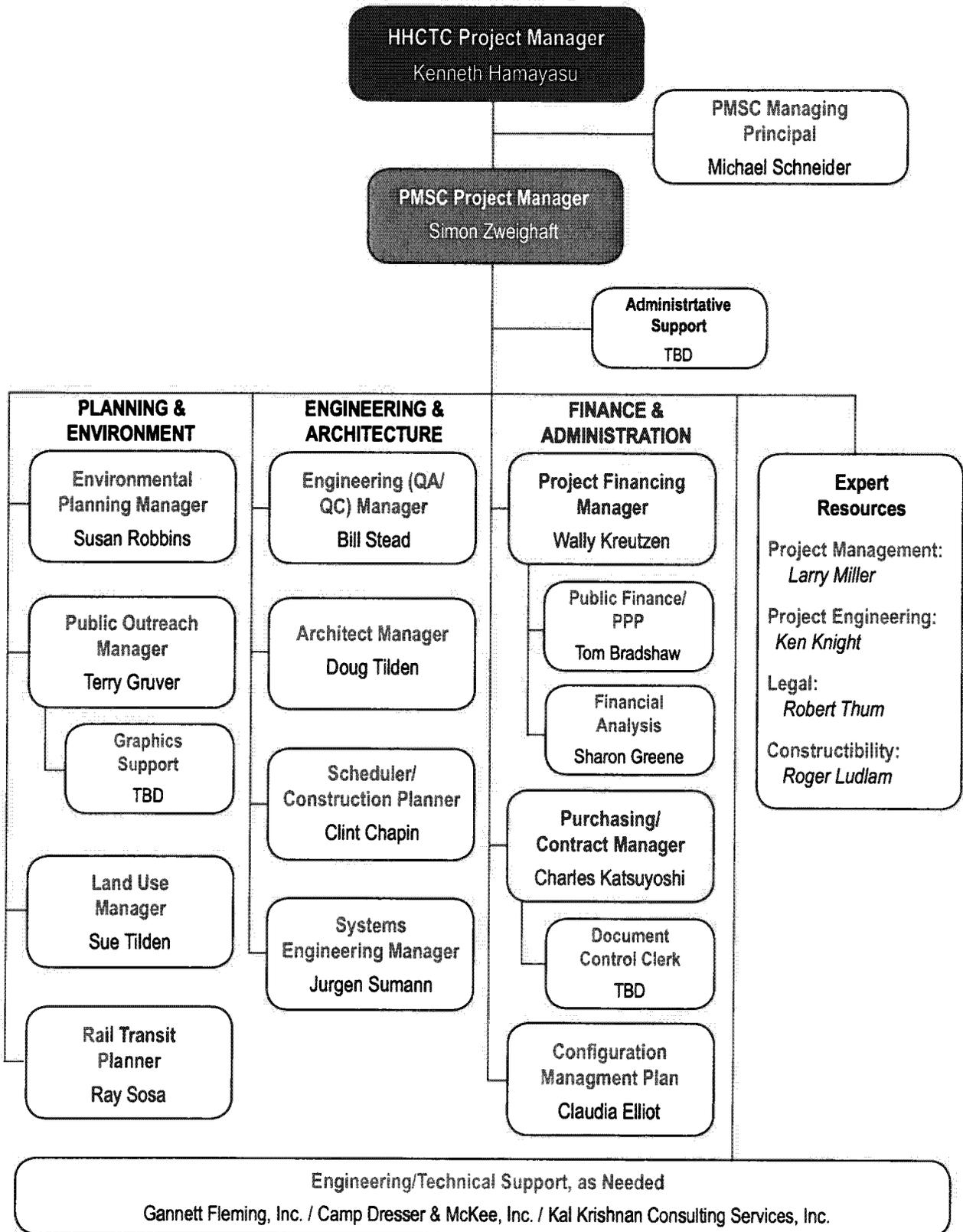
on a day-to-day basis by Simon Zweighaft as its Project Manager. He will be responsible for the overall management and administration of our work, as well as for supervising all staff in the integrated PMSC team. Simon will be based in Honolulu for this assignment, and report directly to the City's project manager. Simon has led the production of FTA environmental impact statements, managed rail transit engineering engagements, and has been responsible for overall project administration both as a public agency employee and as a design consultant. As we indicated earlier in this Proposal, Simon is indeed well suited to the needs of the PMSC assignment.

The PMSC Planning and Environment Group will include four full time positions:

- An environmental planner, Susan Robbins, who will oversee and monitor the preparation of all environmental documents. Susan's resume is included in Section 3.
- A land use planner, Sue Tilden, who will monitor and participate in the station location and site planning process. Her resume appears in Section 10.
- A public outreach manager, Terry Gruver, who will assist the City in its communications with the public about the project's opportunities and constraints. Terry's resume is found in Section 3.



FIGURE 6.1: PROJECT ORGANIZATION





- A graphics support person, to be recruited and hired in Honolulu, familiar with computerized graphic design and production.

In addition to these four full time PMSC staff members, the Planning Group will also include the part time services of Raymond Sosa. Although a rail transit planning position was not among those identified in the RFP, we feel it is an important component of this phase of the project, and will expedite the PMSC oversight function with respect to conceptual planning and design. Ray's resume is also provided in Section 10.

The PMSC Engineering and Architecture Group will also include four full time positions:

- An engineering manager, Bill Stead, who will oversee and assure technical quality of all engineering activities, including civil facilities, structures, and system. He will also manage the important cost estimating function in collaboration with Simon and the various design contractors. Bill's resume is in Section 3.
- An architectural manager, Doug Tilden, who will similarly oversee the visual and community design aspects of the guideway, stations, and all other visible elements of the system. His resume is also in Section 3.
- A scheduler and construction planner, Clint Chapin, who will maintain the master schedule for the project and assure that all engineering, environmental and architectural contractors are both fully appraised, and in compliance with, the master project schedule. Clint's CV is in Chapter 10.
- A systems engineering manager, Jurgen Sumann. Although not specifically required in the RFP, it is our belief that a specialist in transit systems design will be necessary in the project office, full time during key portions of the project, to monitor the work of the various contractors and assure appropriate integration between civil, structural, and systems components. Jurgen's CV is in Chapter 10.

The PMSC Finance and Administration Group has three full time positions in Honolulu, and several part-time, intensive support functions.

- The project financing manager, Wally Kreutzen, will oversee all functions pertaining to the financial elements of the PMSC's oversight role, including both internal and administrative financial matters, and those relevant to financing the project itself. Wally's resume is in Section 3.
- A purchasing/contract manager, Charles Katsuyoshi, who will oversee the administration of the various PE/EIS contracts and assure compliance with both local requirements and federal oversight. Charles' resume is in Section 3.
- A document control clerk, who will report to the contract manager, who's role will be to develop and maintain a "user-friendly" document control system that the City, PMSC, and all contractors can access for all materials pertaining to historic and current aspects of the project. We expect to recruit and hire this individual locally in Hawaii.

In addition to the full time roles in the Finance and Administration Group, there will be several specialists used for key aspects of the project. Tom Bradshaw, who's resume appears in Section 10, will maintain a key liaison to Wall Street and the capital markets. Sharon Greene will assure that financing plans and financial capacity analyses are in compliance with and acceptable to the federal reviewers at FTA; her resume is also in Section 10. Finally, Claudia Elliott will develop the important Configuration Management Plan. Claudia's resume is in Chapter 10.



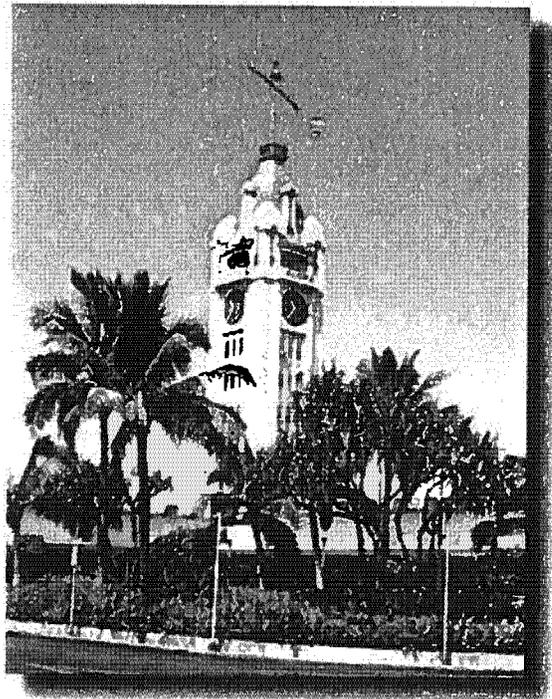
## Management Approach and Philosophy

We have structured our organization and management approach to be responsive to the requirements in your Request for Proposal (RFP) that anticipate the PMSC staff to be integrated with staff from the City and County of Honolulu and co-located with the rest of the project's Preliminary Engineering/Environmental Impact Statement (PE/EIS) team. We have identified a number of subconsultants who form a resource pool to be activated as required. Only one of our subconsultants, Kal Krishnan Consulting Services (KKCS), is identified to provide a full time project employee: Clint Chapin, our project scheduler. Two other subconsultants will be performing their work in Honolulu on a short-term basis. Those two are Ray Sosa of CDM for providing assistance with the 5309 report and development of the plan for the Before and After Study; and Claudia Elliott of LKG-CMC for assistance in developing the Configuration Management Plan. All other personnel provided for ongoing services under the contract will be employees of InfraConsult LLC.

Our number one goal is a successful project. This will require input from a complete project team, including the City and County of Honolulu, its Project Management Support Consultant, its PE/EIS Consultant, other third-party consultants and a host of other organizations, agencies and contractors. To make our best contribution in reaching this goal, we need to apply several ingredients as defined in the following paragraphs.

1. **Comprehensive Management Team.** Because the key technical consultant will be identified through a future procurement process, we strongly believe that the PMSC should present a set of skills that is as comprehensive as possible, covering the major technical disciplines and management required for a PE/EIS phase. We also understand that the major design and environmental work on the project will be conducted by another consultant and that the PMSC is expected to have a relatively small staff. This has led us to the conclusion that our key personnel need to be highly experienced senior people who have been involved in a large number of successful projects that are similar in size and complexity.
2. **Single Firm as PMSC.** It is to the City's advantage that we are able to bring this broad range of expertise primarily from within a single firm and do not have to resort to creating a multi-firm organization to "cover all the bases." Our staff members have successfully worked within a multi-firm structure on many other light and heavy rail projects, and believe that a multi-firm structure works well on some assignments. However, these types of organizations do have certain drawbacks. For instance, staff members are typically burdened with dual, or even multiple, reporting responsibilities, i.e., they are usually expected to report not only to the project manager, but also to their own local, regional, and/or corporate organizations. Another drawback of the multi-firm structure is the added technical and administrative review and oversight that results from the various firms' differing approaches and methods of doing business.

These are not insurmountable problems, but they do require project management's attention. Time spent addressing these issues is time that is not directly productive towards meeting the City's





goals for the project. Because we have a full range and adequate depth of skills available for the assignment, in addition to knowledge of local issues, we are able to avoid the problems stated above by proposing as a single firm consultant. We are pleased to propose a complete InfraConsult project management team for all full time personnel (except one) assigned to the project and believe this is an important benefit to the City.

3. **An Organization that Evolves with the Project.** At the time of start of our assignment, the Project will have a completed Alternatives Analysis and a locally preferred alternative (LPA) will have been selected, but some alignment and system technology options will remain to be finalized within this alternative. The FTA Project Development Process graphic on page 3 in the Introduction section of this Proposal shows the project development phases as envisioned by the Federal Transit Administration (FTA). We recognize that we are at the Preliminary Engineering/Environmental Impact Statement (PE/EIS) phase and will immediately bring in the expertise capable of working with the City and its design consultant to resolve the most significant of the alignment and system technology issues.
4. **Preparation of the City's Staff to Expand Their Role.** We understand the City's plans to begin recruiting to meet the staffing needs of the PE/EIS phase of the project and that as recruitment and hiring progress, the City intends to replace the PMSC administrative and clerical personnel with City staff within the year. Other technical staff will also be added as the project progresses. We are fully prepared to share technical expertise and provide training to City staff as they integrate into the project. Our staffing plan includes a phase-out and reduction in staff as the end of the PE phase approaches. We have provided this service on numerous other projects and it will be our goal to create a smooth transition between outgoing and incoming staff members, and to provide follow up support as needed.
5. **The Use of Experienced Managers.** The InfraConsult management staff selected for this project consists of experienced senior engineers, planners, specialists, and administrators who have managed similar assignments on other multidisciplinary mass transit projects. They are familiar with this type of work and have addressed many of the same types of challenges that can be expected to occur on this Project.
6. **Team Approach Structured Around Project Management Issues.** Prior to selecting the organization structure and individuals to be proposed for this assignment, we analyzed the project to identify the principal management issues that need to be addressed by the City and its PMSC for a successful project. We have identified seven issues that have guided the development of our structure and approach, including:
  - We will closely monitor design quality. Good quality design documents pay big dividends during subsequent phases. Final designers clearly understand the scope of work which they are to perform. The accuracy of cost estimates increases. Bids are prepared more accurately, change orders and contractor's claims are reduced, the field inspection forces have a better understanding of what is required, and permitting authorities are more likely to expedite approvals. Our approach is to place great emphasis on quality, starting with a project-specific Quality Assurance/Quality Control (QA/QC) plan and carrying through with oversight of a formalized design review and configuration management program.
  - We will closely monitor planning and design costs. Control of planning and design costs is achieved by accurately defining the scope of the work to be undertaken, estimating those costs to be incurred based on a large body of experience with similar designs, and monitoring costs on a timely basis as they are incurred. By virtue of the experience of our key staff members on initiation of seven new light rail systems in North America, InfraConsult brings the expertise necessary to estimate design costs accurately. We will develop a management information



system which provides the City with nearly instantaneous feedback on expenditures at the close of each reporting period. This timely information will enable the City to direct corrective actions whenever costs incurred vary from costs planned.

- We will work with City staff to establish a program for consultant participation including a goal for Disadvantaged Business Enterprise (DBE) firms. It is appropriate to make wide use of locally-based consultant firms to carry out project activities. Depending on the City's approval, we may team in a number of areas such as real estate acquisition planning and public outreach. We will also commit to an overall goal for DBE participation.
- We will work with all project participants to establish clear and timely lines of communication. Any consultant will advise that the amount of information, attention, and feedback that he receives from his client is a major factor influencing his ability to perform his assigned tasks. For certain assignments, the most effective way for InfraConsult, the City, and the PE/FEIS consultant to work together is to provide an integrated project office. We intend to utilize the project office as a tool for communications and to encourage that as much of the planning and design work as possible be performed on site in the project office. We will provide managers capable of overseeing every technical area to monitor and coordinate among the project participants. Finally, we will establish a design control program that assures input, review and follow-up on all consultants' work products.
- We will provide an accurate and comprehensible reporting of status as the work progresses. The City and County of Honolulu in particular, but also all other project participants, must be aware of the project status at all times in order to make the necessary management decisions about project issues. We intend to develop a progress reporting template that informs the reader about project status in graphical, numerical, and concise written formats. Our progress reports will make extensive use of desktop publishing techniques to allow the reader to quickly focus on major issues while having access to the detailed data necessary for informed decision making.

In summary, our project management approach to achieve an efficient, cost effective Honolulu High Capacity Transit System can be described in five key words. We will plan our work carefully, participating in the development of a Project Implementation Plan to outline the responsibilities of all involved parties. We will control the project using mechanisms such as configuration management, cost engineering and network scheduling to provide a systematic management system covering all aspects of the project within our scope. We will coordinate the planning and design activities with the City, with outside agencies, with stakeholders and internally within the project team to facilitate as much as possible the decision making and approval processes. We will centralize our work in a single project office in Honolulu so that our own internal communications and management of consultants will function effectively and efficiently to meet the project demands. Finally, we will monitor the work using experienced personnel who have demonstrated ability to work and manage in the complex, multidiscipline environment and yet maintain the goals of quality and cost effectiveness that are necessary for project success.

### *Project Management Plan*

InfraConsult recognizes the need for a project-wide Project Management Plan, in conformance with FTA policies. We will develop the plan under your direction and will utilize it for the benefit of our own managers, staff, and consultants as well as the City, outside agencies, and other project stakeholders.



The Project Management Plan will communicate to all participants the project objectives and the methods and resources to be used in meeting them. The plan will demonstrate that we have analyzed the requirements of the project, considering the methods to be used and the challenges that must be addressed by various participants, including those whose interests or roles are beyond the control of the project team. Additionally, the plan will assist in creating a team approach that will be maintained throughout the project. A well-coordinated team effort is essential to meet the objectives, given the project scope, schedule, and the number of participants. Each participant must be cognizant of his or her role as well as the role of others, all under the management and supervision of our project manager.



The Project Management Plan will develop a framework for:

- Monitoring the Project;
- Developing policies, procedures and standards;
- Updating the plan;
- Disseminating information to all participants (especially third parties);
- Ensuring consistency;
- Identifying milestones for subsequent phases;
- Identifying responsibilities and relationships within the organization; and
- Preparing the first year's Annual Work Program.

We will develop and detail the Project Management Plan following the City's approval of the plan outline. That outline, in preliminary generic form, is on the following page as Figure 6.2.

One of the main purposes of the Project Management Plan is to increase recognition for, and provide instructions on, the coordination of schedule interfaces. All affected parties must be involved in project development; the schedule and budget do not permit false starts and restarts. Figure 5.5 presented earlier shows the types of agencies that have been contacted in conjunction for the EIS scoping phase. While we are certain this list is not comprehensive for Honolulu's PE and subsequent phases, it is illustrative of the extensive number of entities that will require outside coordination.

The Project Management Plan will describe the Team's approach to the control of schedule interfaces with the following parties:

- **Coordination:** InfraConsult will work as an extension of City staff assigned to this project. We will strive to establish counterpart relationships for informal communications between the two organizations at several working levels. We will establish a frequent and regular system of meetings where progress is reviewed, problems are analyzed and solutions are identified. For those complex problems that cannot be resolved in a single meeting, we will strive never to conclude a meeting



### FIGURE 6.2: PROJECT MANAGEMENT PLAN OUTLINE

- |  |   |  |
|--|---|--|
| <p>1. Project Overview</p> <ul style="list-style-type: none"> <li>- Background (Authorization/ PRD)</li> <li>- Stakeholders</li> <li>- Scope/Budget/Schedule</li> <li>- Delivery Strategy</li> </ul>   | <ul style="list-style-type: none"> <li>- Site Investigations</li> <li>- Permitting</li> <li>- Environmental Clearance</li> <li>- Real Property Acquisition</li> </ul>   | <p>8. Quality Management</p> <ul style="list-style-type: none"> <li>- Design QA/QC</li> <li>- Construction QA/QC</li> <li>- Final Acceptance and Approval</li> </ul>   |
| <p>2. Organization and Staffing</p> <ul style="list-style-type: none"> <li>- Position within Owner Organization</li> <li>- Project Organization</li> <li>- Key Personnel Job Functions</li> </ul>  | <p>5. Final Design Phase Management</p> <ul style="list-style-type: none"> <li>- Design Management</li> <li>- Design Standards</li> <li>- Design Reviews</li> <li>- Value Engineering</li> <li>- Constructibility Reviews</li> </ul>                                      | <p>9. Risk Management</p> <ul style="list-style-type: none"> <li>- Risk Identification and Analysis</li> <li>- Risk Monitoring and Response</li> </ul>   |
| <p>3. Project Management and Controls- Scope Control and Configuration Management</p> <ul style="list-style-type: none"> <li>- Budget and Cost Control</li> <li>- Schedule Control</li> <li>- Project Accounting</li> <li>- Project Reporting</li> <li>- Records Management</li> </ul> | <p>6. Construction Phase Management</p> <ul style="list-style-type: none"> <li>- Construction Management</li> <li>- Field Inspection</li> <li>- Third Party Construction</li> <li>- Change Management</li> <li>- Construction Safety</li> <li>- Design Support</li> </ul> | <p>10. Procurement and Contract Administration</p> <ul style="list-style-type: none"> <li>- Procurement Plan</li> <li>- Contract Administration               <ul style="list-style-type: none"> <li>&gt; Professional Services</li> <li>&gt; Construction</li> <li>&gt; Equipment Supply/Install</li> </ul> </li> <li>- Third Party Agreements</li> </ul> |
| <p>4. Planning/Conceptual Design Phase Management</p> <ul style="list-style-type: none"> <li>- Planning Studies</li> </ul>   | <p>7. Closeout Phase Management</p> <ul style="list-style-type: none"> <li>- Test and Start-up</li> <li>- Operator Training</li> <li>- Contract Closeout</li> <li>- Administrative Closeout</li> </ul>  | <p>11. Communications</p> <ul style="list-style-type: none"> <li>- Project Team</li> <li>- Community</li> <li>- Media</li> <li>- Government</li> </ul>   |

without establishing a specific course of action and a schedule for achieving resolution. Our project manager and the City’s project manager will have regularly scheduled meetings with the PE/EIS consultant to review the schedule of deliverables, and they will systematically look ahead at near term deliverable tasks to focus resources on the achievement of schedule critical milestones.

In addition to informal working relationships and a system of regular formal coordination meetings, we will provide the City with a written record of our progress through our monthly progress reports. We will reiterate for the record, through correspondence, decisions made and issues outstanding. We will maintain a correspondence control system so that requested responses are not allowed to cause delays by “falling through the cracks.”

- Agency and Utility Company Coordination: We will also strive to effectively coordinate with other governmental agencies and the utility companies through systems of formal meetings and correspondence. It can be expected that these organizations will be making requests and requirements for design features that will impact project costs and schedules. The establishment of direct working relationships at the staff level of review agencies is one of the most effective ways to ensure that acceptable designs can be produced which will meet the needs of all parties. Further, the existence of trust and credibility that will result from direct contact can often permit work to proceed to the next level with verbal assurance that requested adjustments will be made to the design.





## 7. Cost Proposal

Exhibits related to the cost proposal (listed below) are provided on the following pages

- *Exhibit 5: Cost Proposal Forms*
- *Exhibit 5A: Cost Proposal Summary Form*
- *Exhibit 5B: Labor, Overhead and Fixed Fee Proposal Form*
- *Exhibit 5C: Additional Allowance for Reimbursable Expenses*

**EXHIBIT 5 COST PROPOSAL FORMS**

RFP NO. 15011

The undersigned Offeror hereby agrees to provide the services in accordance with the specifications and addenda issued under the above RFP for the total amount as detailed in Exhibit 5A, Cost Proposal Summary Form; Exhibit B, Labor, Overhead, and Fixed Fee Proposal Form; and Exhibit 5C, Additional Allowance for Reimbursable Expenses.

Offeror : InfraConsult LLC

  
Signature of Offeror's Authorized Official

Date: February 12, 2007

Michael I. Schneider, Managing Partner  
Name and title of Offeror's Authorized Official

## EXHIBIT 5A COST PROPOSAL SUMMARY FORM

Total Labor, Overhead , & Fixed Fee - Offerer (from Exhibit 5B)	<u>\$ 9,187,724</u>
Total Labor, Overhead , & Fixed Fee - KKCS (from Exhibit 5B)	<u>\$ 652,080</u>
Total Labor, Overhead , & Fixed Fee - LKG-CMC (from Exhibit 5B)	<u>\$ 53,504</u>
Total Labor, Overhead , & Fixed Fee - CDM (from Exhibit 5B)	<u>\$ 58,520</u>
Total Labor, Overhead , & Fixed Fee - SGA (from Exhibit 5B)	<u>\$ 149,435</u>
<b>TOTAL LABOR, OVERHEAD, AND FIXED FEE</b>	<u>\$ 10,101,263</u>
<b>TOTAL ALLOWANCE FOR EXTRA WORK</b>	<u>\$ 1,000,000</u>
Allowance for Reimbursable Expenses	<u>\$ 200,000</u>
Additional Allowance for Reimbursable Expenses (from Exhibit 5C)	<u>\$ 223,250</u>
<b>TOTAL ALLOWANCE FOR REIMBURSEABLE EXPENSES</b>	<u>\$ 423,250</u>
<b>COST PROPOSAL TOTAL</b>	<u><u>\$ 11,524,513</u></u>

Project Management Services for the  
Honolulu High Capacity Transit Corridor Project  
Cost Proposal Summary Form

EXH 5A-1

**EXHIBIT 5B LABOR, OVERHEAD AND FIXED FEE PROPOSAL FORM**

Offeror: InfraConsult LLC

<u>Name</u>	<u>Position</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
<b>DIRECT LABOR</b>				
<b>Honolulu Project Office</b>				
<b>Full Time</b>				
Simon Zweighaft	Project Manager	4748	\$ 300	\$ 1,424,400
To be Determined	Administrative Support Staff (2)	4200	\$ 50	\$ 210,000
Susan Robbins	Environmental Planning Manager	3864	\$ 150	\$ 579,600
Terry Gruver	Public Outreach Manager	4200	\$ 130	\$ 546,000
To be Determined	Graphics Support	0	\$ 100	\$ -
Susan Tilden	Land Use Planner	4100	\$ 150	\$ 615,000
Bill Stead	Engineering (QA/QC) Manager	4140	\$ 260	\$ 1,076,400
Jurgen Sumann	Systems Engineering Manager	3760	\$ 230	\$ 864,800
Doug Tilden	Architect Manager	4100	\$ 230	\$ 943,000
Wally Keutzen	Project Financing Manager	5032	\$ 230	\$ 1,157,360
Charles Katsuyoshi	Purchasing/Contract Manager	4822	\$ 160	\$ 771,520
To be Determined	Document Control Clerk	2750	\$ 80	\$ 220,000

(attach additional sheets as necessary)

<b>Part Time</b>				
Mike Schneider	Project Principal	1280	\$ 300	\$ 384,000
		0		\$ -
		0		\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -

**Home Office**

<b>Full Time</b>				
		0	\$ -	\$ -
		0	\$ -	\$ -

(attach additional sheets as necessary)

<b>Part Time</b>				
		0	\$ -	\$ -
		0	\$ -	\$ -

(attach additional sheets as necessary)

**Total Direct Labor** \$ 8,792,080 (1)

**FRINGE BENEFIT AND OVERHEAD RATE**

<b>Honolulu Project Office</b>				
<b>Full Time</b>				
		0	\$ -	<u>In Labor Rate</u>
<b>Part Time</b>				
		0	\$ -	<u>In Labor Rate</u>

<b>Home Office</b>				
<b>Part Time</b>				
		0	\$ -	\$
<b>Total Fringe &amp; Overhead</b>				\$ (2)
<b>Total Labor Cost</b>				\$ 8,792,080 (3)=(1)+(2)

**FIXED FEE (Percentage of Direct Labor & Overhead)**

<b>Total Labor &amp; Fixed Fee</b>				<u>In Labor Rate</u> (4)
				\$ 8,792,080 (5)=(3)+(4)
<b>4.50%</b>				\$ 395,644 (6)
				\$ 9,187,724 (5)+(6)

General Excise and Use Tax

**TOTAL LABOR, OVERHEAD, & FIXED FEE - OFFEROR**

Project Management Support Services for the  
Honolulu High Capacity Transit Project  
Labor, Overhead, & Fixed Fee Proposal Form

EXH 5B-1

**Subconsultant #1:**

**Kal Krishnan Consulting Services (KKCS)**

<u>Name</u>	<u>Position</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
<b>DIRECT LABOR</b>				
<b>Honolulu Project Office</b>				
Full-Time				
Clint Chapin	Project Scheduler	3900	\$ 160	\$ 624,000
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
(attach additional sheets as necessary)				
Part-Time				
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
<b>Home Office</b>				
Full-Time				
		0	\$ -	\$ -
		0	\$ -	\$ -
(attach additional sheets as necessary)				
Part-Time				
		0	\$ -	\$ -
		0	\$ -	\$ -
(attach additional sheets as necessary)				

Total Direct Labor \$ 624,000 (1)

**FRINGE BENEFIT & OVERHEAD RATE**

**Honolulu Project Office**

Full-Time

Part-Time

**Home Office**

Part-Time

	<u>%</u>	<u>In Labor Rate</u>
		\$
		\$
<b>Total Fringe &amp; Overhead</b>		\$ (2)
<b>Total Labor Cost</b>		\$ 624,000 (3)=(1)+(2)
		\$ (4)
<b>Total Labor &amp; Fixed Fee</b>		\$ 624,000 (5)=(3)+(4)
	4.5%	\$ 28,080 (6)
		\$ 652,080 (5)+(6)

**FIXED FEE (Percentage of Direct Labor & Fringe/Overhead)**

General Excise and Use Tax

**TOTAL LABOR, OVERHEAD, & FIXED FEE - SUB #1**

(attach additional sheets, as necessary for each subconsultant)

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Labor, Overhead, and Fixed Fee Proposal Form

EXH 5B-2



**Subconsultant #3:**

Camp, Dresser & McKee Inc. (CDM)

<u>Name</u>	<u>Position</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
<b>DIRECT LABOR</b>				
<u>Honolulu Project Office</u>				
Full-Time				
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
(attach additional sheets as necessary)				
Part-Time				
Raymond Sosa	Transportation Planner	320	\$ 175	\$ 56,000
		0	\$ -	\$ -
		0	\$ -	\$ -
<u>Home Office</u>				
Full-Time				
		0	\$ -	\$ -
		0	\$ -	\$ -
(attach additional sheets as necessary)				
Part-Time				
		0	\$ -	\$ -
		0	\$ -	\$ -
(attach additional sheets as necessary)				

Total Direct Labor \$ 56,000 (1)

**FRINGE BENEFIT & OVERHEAD RATE**

<u>Honolulu Project Office</u>				
Full-Time			%	\$ -
Part-Time			%	\$ -
<u>Home Office</u>				
Part-Time			%	\$ -

Total Fringe & Overhead	in labor rate	(2)
Total Labor Cost	\$ 56,000	(3)=(1)+(2)
FIXED FEE (Percentage of Direct Labor & Fringe/Overhead)	10%	in labor rate (4)
Total Labor & Fixed Fee	\$ 56,000	(5)=(3)+(4)
General Excise and Use Tax	4.5%	\$ 2,520 (6)
<b>TOTAL LABOR, OVERHEAD, &amp; FIXED FEE - SUB #1</b>	<b>\$ 58,520</b>	<b>(5)+(6)</b>

(attach additional sheets, as necessary for each subconsultant)

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Labor, Overhead, and Fixed Fee Proposal Form

EXH 5B-2

**Subconsultant #3:**

Sharon Greene and Associates

<u>Name</u>	<u>Position</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
<b>DIRECT LABOR</b>				
<u>Honolulu Project Office</u>				
Full-Time				
_____	_____	0	\$ -	\$ -
_____	_____	0	\$ -	\$ -
_____	_____	0	\$ -	\$ -
_____	_____	0	\$ -	\$ -
(attach additional sheets as necessary)				
Part-Time				
Sharon Greene	Transit Financial Planner	320	\$ 250	\$ 80,000
Eric Rouse		360	\$ 175	\$ 63,000
_____	_____	0	\$ -	\$ -
<u>Home Office</u>				
Full-Time				
_____	_____	0	\$ -	\$ -
_____	_____	0	\$ -	\$ -
(attach additional sheets as necessary)				
Part-Time				
_____	_____	0	\$ -	\$ -
_____	_____	0	\$ -	\$ -
(attach additional sheets as necessary)				

Total Direct Labor \$ 143,000 (1)

**FRINGE BENEFIT & OVERHEAD RATE**

Honolulu Project Office

Full-Time

Part-Time

Home Office

Part-Time

%	\$ -
%	\$ -
%	\$ -

Total Fringe & Overhead in labor rate (2)

Total Labor Cost \$ 143,000 (3)=(1)+(2)

**FIXED FEE (Percentage of Direct Labor & Fringe/Overhead)**

in labor rate (4)

Total Labor & Fixed Fee \$ 143,000 (5)=(3)+(4)

General Excise and Use Tax

4.5%

\$ 6,435 (6)

**TOTAL LABOR, OVERHEAD, & FIXED FEE - SUB #1**

\$ 149,435 (5)+(6)

(attach additional sheets, as necessary for each subconsultant)

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Labor, Overhead, and Fixed Fee Proposal Form

EXH 5B-2

**EXHIBIT 5C ADDITIONAL ALLOWANCE FOR REIMBURSEABLE EXPENSES**

Instructions: A \$200,000 allowance for reimbursable expenses is established for Project-related business travel, mileage, and computer-related hardware, software and external internet service. Complete this form to identify additional reimbursable expense items not included above.

**Offeror:** InfraConsult LLC

Additional Reimbursable Expense Items (list purpose and amounts)

<u>Initial Airfare to/from Honolulu for Permanent Staff</u>	<u>\$ 4,500</u>
<u>Initial 30 day Hotel &amp; per Diem for Permanent Staff</u>	<u>\$ 75,600</u>
<u>Hotel &amp; per Diem in Honolulu for Short Stay Staff</u>	<u>\$ 63,000</u>
<u>Airfare to/from Honolulu for Short Stay Staff</u>	<u>\$ 30,500</u>
<u>Car Rental &amp; Fuel in Honolulu for Short Stay Staff</u>	<u>\$ 18,750</u>
<u>Temporary Office Quarters</u>	<u>\$ 30,900</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>

**ADDITIONAL ALLOWANCE FOR REIMBURSABLE EXPENSES**

**\$ 223,250**

Project Management Support Services for the  
Honolulu High-Capacity Transit Corridor Project  
Allowance for Reimbursable Expenses

EXH 5C-1





## 8. Certifications

The following certifications have been executed and are provided on the following pages.

- *Exhibit 7: Certificate of Current Cost or Pricing Data*
- *Exhibit 8: Affidavit of Non-Collusion*
- *Exhibit 9: Certification Regarding Conflict of Interest*



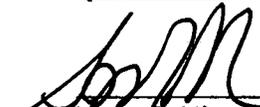
**EXHIBIT 8            AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty for perjury:

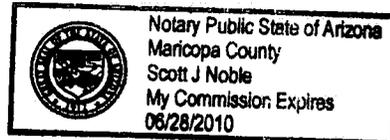
1. That I am the Offeror (if the Offeror is an individual), a partner in the proposal (if the Offeror is a partnership), or an officer or employee of the proposing corporation (if the Offeror is a corporation);
2. That the attached proposal have been arrived at by the Offeror independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to submit proposals, designed to limit independent proposing or competition;
3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety or any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED   
FIRM NAME InfraConsult LLC

Subscribed and sworn to before me this  
13 day of February, 2007

  
Notary Public  
My Commission Expires 6/28/2010

Proposer's E.I. Number 22-3938178  
(Number used on employer's Quarterly Federal Tax Return)



**EXHIBIT 9 CERTIFICATION REGARDING CONFLICT OF INTEREST**

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor would be unable or potentially unable to render impartial assistance or advice to the City and County of Honolulu (City), or the potential Consultant’s objectivity in performing the contract work would or might be otherwise impaired, or the potential Consultant has an unfair competitive advantage.

On behalf of InfraConsult LLC, I certify that:  
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, the City may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the Bidder/Proposer with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

  
(Signature of Authorized Official)

Michael I. Schneider  
(Print Name)

February 12, 2007  
(Date)





## 9. Schedule

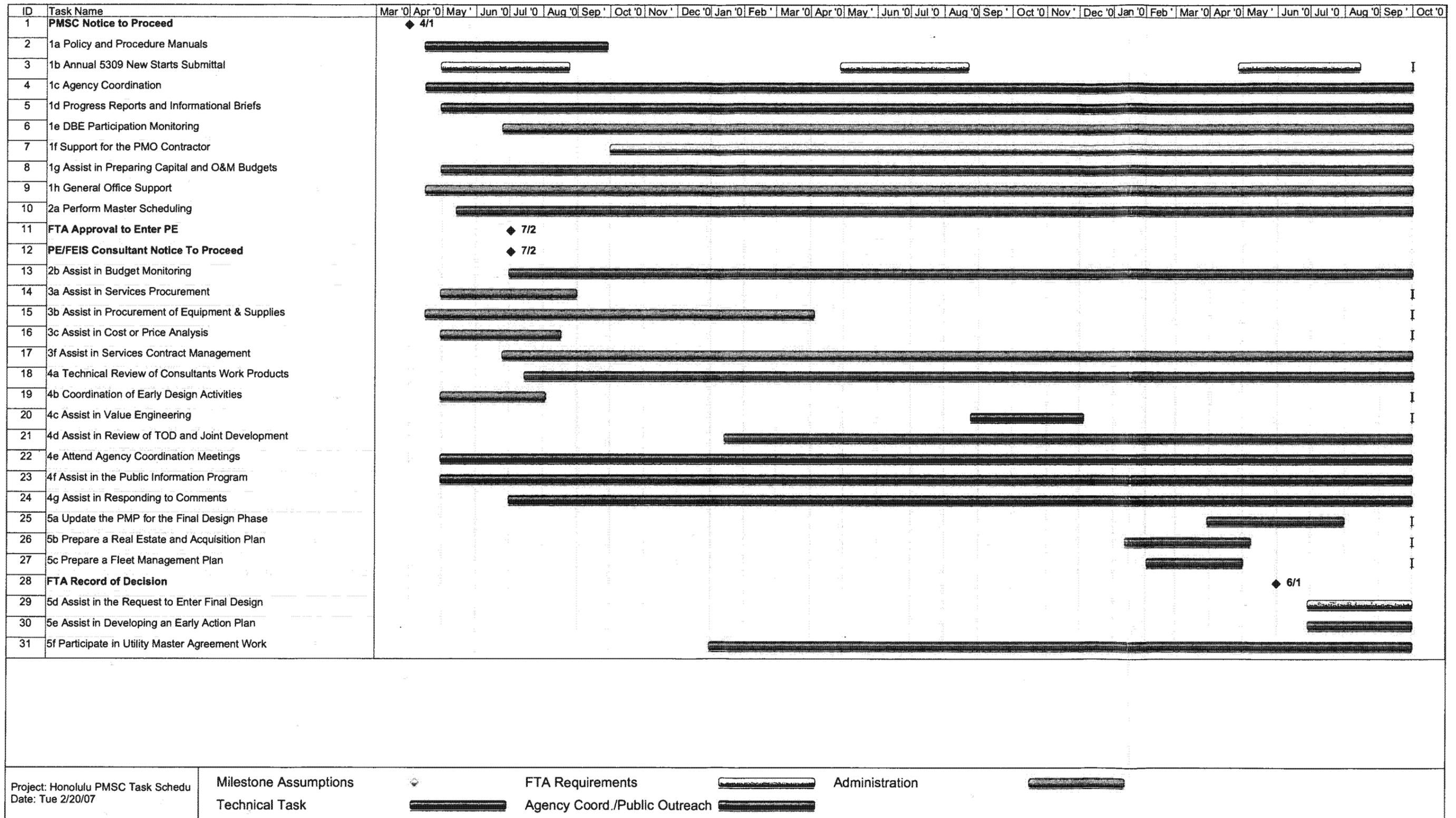
Per the RFP, we have used the following assumptions in our proposal:

- PMSC Notice to Proceed: March 2007 (PMSC will initially work to procure services to conduct PE/EIS)
- FTA Approve Entry into PE: July 2007
- PE/EIS Consultant Notice to Proceed: July 2007
- Record of Decision: 2009

We have incorporated these dates in to a preliminary overall schedule for the PMSC tasks as shown in Figure 9.1 on the following page. This schedule is currently broad and generic, because we do not have the planned work schedule of the PE/EIS consultant. As a part of our Task 2, a fully detailed Primavera schedule will be developed which links the PMSC schedule to the PE/EIS activities.



FIGURE 9.1: PMSC SCHEDULE





## 10. Additional Information

### 10.1 RESUMES

This section includes **resumes** for staff in addition to our key personnel, including the Expert Resources personnel. The additional staff resumes are provided in alphabetical order, as follows:

Tom Bradshaw - Public Finance/PPP  
Clint Chapin - Scheduler/Construction Planner  
Claudia Elliott - Configuration Management Plan  
Sharon Greene - Financial Analysis  
Ken Knight (Expert Resource Panel) - Project Engineering  
Roger Ludlam (Expert Resource Panel) - Constructibility  
Larry Miller (Expert Resource Panel) - Project Management  
Raymond Sosa - Rail Transit Planner  
Jurgen Sumann - systems Engineering Manager  
Robert Thum (Expert Resource Panel) - Legal  
Sue Tilden - Land Use Manager

### 10.2 OPERATING AGREEMENT

InfraConsult's **Operating Agreement** is included immediately following the resumes.



## Tom Bradshaw • Public Finance/PPP

Tom Bradshaw is the Co-Head of Citigroup's Public Finance Transportation group.

Citigroup's is well known in the transportation industry through its extensive work in transit financing as described below:

- Citigroup senior managed the first transit GANs backed solely by Federal 5307 formula funds
  - NJT COPs, Series 1999 for \$191 million; and Series 2000 for \$234 million
- In 2006, Citigroup senior managed the first Transit GANs backed solely by Federal 5307 and 5309 Fixed Guideway Modernization formula funds for the Alaska Railroad Corporation
- Citigroup has senior managed more than \$535 million of FFGA financings since 2003
  - Los Angeles County MTA (LACMTA) - \$265 MM
  - Bay Area Rapid Transit (BART) - \$66 MM
  - Chicago Transit Authority (CTA) - \$207 MM
- Citigroup structured and arranged the only two TIFIA loans for transit
  - Structured and arranged a \$300 million TIFIA loan for Tren Urbano in Puerto Rico in 2000
  - Structured a direct TIFIA Loan for \$140 million and a Line of Credit for \$20 million for the Empire State Development Corporation (Penn-Farley Station) in 2000

### Experience

- Tom has senior managed transit financings for Dallas Area Rapid Transit, Los Angeles County Transportation Commission, Tren Urbano in Puerto Rico, and numerous other clients across the United States.
- Managed turnpike financings for New Jersey, New Hampshire, Florida, Massachusetts, Oklahoma, Texas, Illinois, Kentucky and Harris County / Houston during his tenure with Citigroup. Tom is also involved with Public/Private Transportation projects in California, Texas, Massachusetts and Colorado.
- Secretary of Transportation for North Carolina from 1977 to 1981.
- President of the Southeastern Association of State Highway and Transportation Officials.
- Former Vice President of the American Association of State Highway and Transportation Officials.
- Served as a member of the Executive Committee Transportation Research Board of National Academy of Sciences.



## **Clint Chapin • Scheduler/Construction Planner**

Mr. Chapin has extensive experience in the construction industry providing project management, cost management, estimating, and scheduling services. Transit experience weighs heavily in his experience base. Clint has a proven track record in the management of large organizations, mixing consultant and staff resources; is technically competent with management skills for all facets of project controls; and is expert at developing cost management and project control systems.

### **Selected Project Experience**

- Puget Sound Energy Capital Improvement Program, Seattle, WA: project control manager responsible for developing and managing the installation of project control systems for gas and electrical capital programs, including the configuration, implementation, and training of a Primavera P3e enterprise installation. Clint's responsibilities also included cost and schedule control, resource analysis, and five-year capital program analysis, hiring and supervising new project control staff; introducing new projecting cost and estimating procedures; and implementing new software installations and integration with existing systems.
- Sacramento Amtrak/Folsom Light Rail Extension Project, CA: project control director responsible for developing and managing the installation of project control systems for the 14-mile alignment and associated maintenance facilities. He managed the installation of Primavera Expedition software and associated hardware for document control and cost management. He has a full understanding of industry-standard cost management software, including Prism which was used for the project's cost effort. He was responsible for the integration of the construction management systems with the Owner's program control functions, including document control, change order control, progress reporting, claims control, estimating, schedule control, and reporting. Also with HMM, he provided schedule and cost consulting services for a variety of clients, including work associated with the design/build Seattle Link Light Rail Project. He developed the Primavera Schedule for tracking progress; developed a cost tracking system that was used to monitor forecast, budget, and expenditure performance; and developed reporting and other management tools for application on the project's Tacoma Link segment and the Beacon Hill Tunnel.
- Central Puget Sound Regional Transit Authority (Sound Transit) Link Light Rail Project, Seattle, WA: project control program manager leading the development of Sound Transit's project control, cost control, and schedule control systems and integration with financial systems. He managed the development of a centralized cost and schedule effort for integrating all Sound Transit multi-model projects including light rail, commuter rail, and HOV. As a part of this function, he administered the procurement of necessary staffing and software. He insured schedules were coordinated between consultant teams; managed the development of an electronic document management system; managed the integration of cost estimates into Link's WBS; developed the initial light rail project estimate; managed inflation and escalation aspects in the cost reporting; implemented an agency-wide contract administration system utilizing Expedition; developed cost and schedule management procedures; supervised progress payment processing and change order management; managed the development of change control policies and procedures; interfaced with the Change Control Board; and oversaw the Configuration Control aspects of the project.
- King County-Metro, King County, WA: project control engineer for various heavy civil projects including the Regional Transit Project, Transit Passenger Facilities Program, Trolley Overhead Program, Downtown Seattle Transit Tunnel, Transit Bases Program, and the Water Quality Program. Through these varied venues, he developed his project control expertise in all project phases. Over the course of his approximate 11-year tenure at King County, he developed and implemented cost management



systems, prepared cost forecasting reports to include budget, commitment, expenditure, and forecast modules; developed systematic interfaces with financial and accounting modules to address funding and cash flow perspectives; and provided monthly variance analysis with recommendations for corrective actions. He also integrated the cost and schedule requirements on various projects, implementing pay-off-the-schedule formats.



## ***Claudia Elliott • Configuration Management Plan***

Ms. Elliott has over 23 years of experience on large public works and transit projects from planning through design and construction to commissioning and operations. Claudia is a vice president and project manager of LKG-CMC, Inc. and her expertise spans a broad range of skills including document control, configuration management, grant and contract preparation and administration, claims administration, quality assurance, project administration and project management oversight.

### **Selected Project Experience**

- Federal Transit Administration Project Management Oversight Services - Perform oversight and quality assurance audits in the areas of contract and claims administration, configuration management, document control, submittals, RFIs, change orders, contract closeout and quality assurance and control. Projects included commuter, heavy and light rail and busway systems in Baltimore, Charlotte, Chicago, Minneapolis, Philadelphia, Raleigh/Durham, San Diego, Stamford and Hartford CT and Johnson County KS.
- Bay Area Rapid Transit District (BART), San Francisco Airport Extension - Develop a configuration management plan and analyze electronic document management systems.
- City of Los Angeles, Los Angeles Zoo Bond Capital Improvement Project - Review technical specifications and general conditions, develop special provisions and revisions to Division 1 specifications to address project needs.
- Colorado Department of Transportation and Regional Transportation District (Denver), T-REX Project - Perform a document control needs assessment and provide recommendations for changes to the web-based document control system.
- Denver Regional Transportation District, FasTracks Program - Develop and implement a web based document control system and configuration management system for baseline documents including developing procedures and work instructions for all processes. Coordinate needs assessment and industry review for procurement of an Electronic Content Management System.
- Hampton Roads Transit (Norfolk, VA), Rail Projects - Develop and implement an electronic document control system. Develop a Configuration Management/Document Control Plan and procedures. Develop a records retention schedule.
- Los Angeles Metro Blue, Green, Red and Pasadena Rail Projects - Deputy Project Manager for Configuration Management Consultant - Establish and implement configuration management/document control plan and procedures. Supervise the control, filing, distributing and tracking of contract drawings/specifications, baseline documents, electronic files and O&M Manuals. Control document revisions by change notice.
- Los Angeles County Metropolitan Transportation Authority - Eastside Light Rail Project - Develop a Configuration Management Plan and oversee implementation of document control, design review coordination and configuration control for design criteria.
- Los Angeles County Metropolitan Transportation Authority - San Fernando Valley Bus Rapid Transit Project - Develop a Configuration Management Plan and oversee document control implementation. Coordinate the design review process and quality check design review packages.
- Metro Dade Transit - Perform a needs analysis and develop a corrective action plan for the document configuration management for Operational Equipment and Facilities that included recommendations for electronic management systems.



- North County Transit District (San Diego County, CA), Oceanside Escondido Rail Project - Develop a project Document Control Plan and procedures. Develop and implement an electronic document control system for the design consultant.
- Orange County Transportation Authority (Orange, CA), Centerline Project - Develop document control and baseline configuration systems and oversee implementation.
- Orange County Transportation Authority (Orange, CA), Configuration Management Study for Transit Technical Studies Department - Perform an operational review of current configuration management processes and recommend process improvements.
- Peninsula Joint Powers Authority (San Carlos, CA) Caltrain Commuter Rail Locomotive Rehabilitation (June 1998 - February 2000) - Develop and implement document control tracking systems and produce periodic status reports.
- Regional Transit Authority (New Orleans), Canal and Desire Streetcar Programs - Develop and implement a document control system and develop a Document Control Plan and procedures. Coordinate development of electronic tracking databases for correspondence, drawings, electronic files and action items.
- Regional Public Transportation Authority, Central Phoenix/East Valley Light Rail Project - Develop and implement document control systems and electronic design review comment tracking systems for the engineering consultant.
- Regional Transportation Commission of Southern Nevada (Las Vegas), Resort Corridor Monorail - Develop an electronic document control system.
- Sacramento Regional Transit District, South Sacramento Corridor - Develop a Document Control Plan and procedures and assist in implementing Expedition software.
- Santa Clara Valley Transportation Authority, Rail Expansion Program - Develop and implement document control system and procedures. Establish configuration management for baseline documents and design review process.
- Santa Clara Valley Transportation Authority, Silicon Valley Rapid Transit Project - Assist in developing configuration management plan and procedures.
- Santa Clara Valley Transportation Authority, Electronic Document Management System Implementation - Assist in developing requirements report.
- South Florida Regional Transportation Authority Segment 5 Double Tracking Project - Develop Document Control/Configuration Management Plans.
- Triangle Transit Authority, Regional Rail Project - Develop and oversee implementation of the document control system for the engineering/construction management consultant and configuration management for baseline documents.
- Transbay Terminal Joint Powers Authority - Assess available electronic document control programs. Develop document control/configuration management systems and procedures.



## **Sharon Greene • Financial Analysis**

Sharon Greene is a specialist in transportation economics and finance, multimodal transportation planning, and transport systems development. As an expert with over 30 years of experience in financial analysis and evaluation of major transportation system capital investments, she has developed and implemented financing programs for transit systems, highways, and freight corridors within the United States and abroad. Ms. Greene served under contract as Manager of Grants and Funding for the Alameda Corridor Transportation Authority. In this capacity, she assisted ACTA, a specially formed joint powers authority of the Port of Los Angeles, Port of Long Beach, and the City of Los Angeles, in implementing a \$2.4 billion financial program for the design, construction, and implementation of a fully grade separated, 20-mile long, rail freight corridor to accommodate the extensive growth in the Ports' intermodal freight activity. Ms. Greene also worked with ACTA, the City of Los Angeles, and the County of Los Angeles in the development and implementation of the Alameda Corridor Economic Revitalization Program.

Ms. Greene has been extensively involved in identifying and evaluating alternative financing sources and in preparing short-and long-range financial plans for transport programs requiring legislative or voter approval or innovative financing initiatives, as well as formulating public-private funding packages for individual projects. Among her projects of this nature are:

- Special Consultant to the Orange County Toll Road Policy Task Force
- Revenue Sources Analysis for the Maricopa County (Arizona) Association of Governments
- Financial Element of the Regional Mobility Plan for the Southern California Association of Governments
- Financial Element of the Twenty Year Master Plan of Transportation Improvements for Orange County (California) Transportation Authority
- Member of the Financial Advisory Team to the San Diego Association of Governments for use of local sales tax proceeds
- Central Florida Regional Transportation Authority (LYNX) Cost Allocation Study



## ***Ken Knight (Expert Resource Panel) • Project Engineering***

Kenneth Knight has more than forty years of experience as a successful manager of large, multi-disciplinary national and international transit projects. He has experience in project planning and development; conceptual and final design; project management; construction management; peer reviews; constructibility reviews; contracts and administration; claims avoidance and resolution; operations and maintenance. Ken's diversified career has included senior positions with transit authorities, transit consultants, and a systems supplier/program manager - in all transit modes: bus, light rail, heavy rail and automated rail transit projects. In the late eighties, Ken served as a member of the Peer Review Panel analyzing the proposed Honolulu Rail Rapid Transit Project for the City and County of Honolulu.

This background provides a balanced engineering perspective on the transit industry and the insight necessary to resolve the many downstream problems facing projects at all stages of implementation.

### **Selected Project Experience**

- Transit Facilities and Operations, Markham, ONT: Review and assessment of alignment alternatives and capital cost estimates for proposed LRT facility in Waterloo, ONT. Conceptual engineering and alignment for LRT connection from major residential/ commercial development to new Metro system in Dubai, UAE. Development and costing of alignment alternatives for rail transit systems proposed to serve Expo 2015 in Toronto.
- York BRT, Richmond Hill, ONT: Manager, Operations Planning and Configuration Control as part of a P3 partnership planning, designing and constructing a BRT system in York Region. Responsibilities included BRT design reviews, operations planning and configuration management for the Quick Start project, an early initiative designed to demonstrate the basic features of BRT.
- Dulles Corridor Rapid Transit Project, Arlington, VA: Deputy Project Manager, Line and Systems for Washington Metropolitan Area Transit Authority's development of Line and Systems during the Draft Environmental Impact Statement (DEIS) phase of the project, a proposed 23-mile extension to Washington's 103-mile operating Metro system. Two basic transit modes, rail and BRT were considered. Numerous alignment alternatives for both modes were developed and evaluated.
- Central Phoenix/East Valley Light Rail Transit Project, Arizona: GEC Project Manager responsible for overseeing the preparation of the Draft Environmental Impact Statement and preliminary engineering for the 25-mile LRT system now under construction in three Maricopa County cities; Phoenix, Tempe and Mesa. Alignment is at-grade, and primarily in-street, with low-floor LRV's serving 20 stations.
- As President of Toronto Transit Consultants Limited, (TTCL) Toronto, Ontario, President, managed TTCL's consulting business worldwide. Specific assignments included rail transit technical design and O&M input to the BOT projects listed below:
  - Tren Urbano – San Juan, Puerto Rico
  - Hudson-Bergen LRT – New Jersey, USA
- Construction Manager for the Toronto Transit Commission, Toronto, Ontario, responsible for capital construction projects, both bus and rail, and other major renovation and maintenance projects within the operating subway system.
- Metro Canada Limited, subsidiary of the Urban Transportation Development Corporation, (UTDC) Toronto, Ontario, Vice President: Metro Canada Limited was responsible for delivery of UTDC's projects and the sound exploitation of its transit technology advances. Ken organized and directed project management teams for the design and construction of turnkey projects, such as Detroit's



\$200M, automated Downtown People Mover, a US Federal government BOT demonstration program and Vancouver's Sky Train system. The Sky Train system was a \$C 845 M 14-mile, 15-station, primarily overhead system from downtown Vancouver to New Westminster. It was the first fully automated, driverless AGT system in North America. And it was designed, constructed and opened in 52 months, on schedule for the opening of Expo '86. Management of the project featured a Joint Project Office (JPO) which brought the owner, BC Transit, the prime contractor, Metro Canada Ltd, and several major engineering and architectural consultants under a common management goal. The JPO managed the activities of 19 different consulting firms generating some 60 major construction contracts. Metro Canada Limited also developed designs for turnkey system bids for the following projects:

- London, Docklands Light Railway
- Hong Kong, Tuen Mun-Yuen Long LRT System
- Chicago, Airport APM System
- Niagara Frontier Transportation Authority, Buffalo, NY: General Manager, Metro Construction, supervising the planning, design and construction of Buffalo's 6.4-mile, \$525 M, light rail rapid transit system. Project activities included, preparing the environmental impact statement, producing an alternatives analysis document, selection of system technology, consultant selection and management of design and construction. Specific project related achievements:
  - Selected "Citizen of the Year" in 1976 by Buffalo Evening News for contribution on LRT system development for Western New York
  - Designed the first U.S. pedestrian shopping mall featuring LRT technology
  - Member of FTA's Peer review team for evaluation of Boston's Red Line Project
- Toronto Transit Commission, Subway Construction Branch, Chief Design Engineer: Managed the design and construction of the Commission's sections of Toronto's 10-mile, \$200M, Bloor-Danforth-University subway system. Also responsible for supervising engineering and architectural consultants assigned to design other sections of the subway project.



## **Roger Ludlam (Expert Resource Panel) • Constructibility**

Roger Ludlam has 37 years experience in the heavy construction industry. During his career he has led premier US construction companies as President and CEO. Those companies completed the construction of major facilities in the US and around the world. His experience includes construction of light rail transit projects, highways, bridges, dams, tunnels, airports, buildings, heavy rail freight lines, port and marine facilities, and water conveyance projects. He has held responsible positions covering construction engineering, construction estimating, project construction management, regional company management, division management and corporate management. He has also served on the boards of major construction companies.

### **Selected Project Experience**

- While with Washington Group International (formerly Morrison Knudsen Corporation), Roger held numbers leadership positions including:
  - Executive Vice President Washington Group International
  - President & CEO Infrastructure and Mining
  - Executive Vice President Morrison Knudsen; and
  - President & CEO MK Contractors.

Washington Group is a major international construction and engineering company with 35,000 employees operating in 36 countries around the world. In 1999, as Morrison Knudsen, it operated with two business units: MK Contractors and MK Industrial Process. In July of 2000 it changed its name to Washington Group International and operates with five business units including Infrastructure and Mining, Power, Industrial Process, Government and Petroleum and Chemicals. Roger was responsible for the company's heavy civil construction, contract mining and equity mine holdings. Revenues totalled \$1 billion annually from operations across the United States as well as South America, the Far East, Middle East and Europe. Mr. Ludlam provided leadership and strategic direction for growth of this business unit as well as management oversight creating bottom line profits and shareholder value. Business included major highway, rail transit, port development and dam projects in the U.S.; a major hydroelectric project in the Philippines; a water treatment and conveyance projects in the Middle East and coal mining around the world.

- President and Chief Executive Officer and Executive Vice President of Perini Corporation, a major publicly-owned heavy and building construction company working primarily in the United States with some limited international construction operations. Annual revenues of the company are approximately \$1.0 billion. Responsible for overall corporate direction, profit and loss and shareholder value. Managed construction activities that included a wide spectrum of disciplines; guiding decisions of the major division heads of the corporation. Reported to and advised the Board of Directors, directed strategic planning for the company's infrastructure and building markets. Increased profits over prior periods and increased average backlog from \$1.3 to \$1.6 billion.
- President and Chief Financial Officer of Park Construction Company, a private heavy civil construction company headquartered in Minneapolis with operations in the upper Midwest states. Responsible for developing and implementing growth strategies that resulted in more than doubling the size of the company. Major new markets were entered into in highway, railroad, mining and recreation facilities construction.



## **Larry Miller (Expert Resource Panel) • Project Management**

Larry has 34 years of experience and is currently Vice President responsible for management consulting projects and transit project development at Gannett Fleming. His specific responsibilities include managing the firm's transit and railroad practice for their western operations, as well as managing specific projects.

### **Selected Project Experience:**

- Project Management Oversight (PMO), Cross County MetroLink Extension, St. Louis Metro, St. Louis, MO: Project Principal for a multidisciplinary team providing PMO services for the construction of a light rail extension in St. Louis. Services include assessing Metro's organizational structure, staffing levels, and project schedule.
- Project Management Oversight (PMO), Central Puget Sound Regional Transportation Authority/ Federal Transit Administration (FTA), Seattle, WA: Project Manager for an FTA assignment involving the oversight of the Authority's Sound Moves program. The PMO activities included monitoring the management of light rail and commuter rail projects.
- Project Management Oversight (PMO), Los Angeles County Metropolitan Transit Authority (LACMTA), Los Angeles, CA: Project Principal of a multidisciplinary team led by Gannett Fleming that provided oversight services to LACMTA's board of directors on a rail construction program. The project involved monitoring the schedule, the budget, and project management for a locally funded rail program in Los Angeles. In addition, the scope of services was expanded to include "spot reports" on issues that LACMTA's board identified as important to the entire rail program.
- Rapid Transit Project 2000, Ltd, Program Management, Vancouver, BC: Project Manager for a consultant team retained to advise senior management and the board of directors on the organization of project staff, project controls and management systems, local cost-sharing relationships, and operations contracts. The \$1 billion (Canadian) extension of the SkyTrain system involved design-build procurement strategies and the integration of the operations of the new segments with the existing service.
- Los Angeles to Pasadena Metro Blue Line Construction Authority, Light Rail Project, Los Angeles, CA: Interim Chief Executive Officer for the initial nine months of the agency's start-up. Appointed by the board of directors to direct the preparation of the project implementation plan, management plans, a financial plan, and a safety plan and develop the necessary documentation with the Los Angeles County Metropolitan Transit Authority (LACMTA) related to the transfer of the 13.7-mile light rail project from LACMTA to the new Authority. Managed an evaluation of the project status and developed a design-build implementation plan for the completion of the project.
- Canal Street Streetcar Project, Regional Transit Authority, New Orleans, LA: Project Director for program management services for the design and construction of the Canal Street Line and the Riverfront regauge projects. Services provided for this New Starts project involved the development of program control systems and the technical engineering management of design services.
- Regional Rail System Plan, Government of Taiwan, Taichuing, Taiwan: Project Manager for the preparation of a 150-kilometer regional rail network plan for the third largest city in Taiwan. The analysis involved alignment options, technology choices, station locations, patronage estimates, and an organization plan.
- Automated Train, Sky Harbor International Airport, City of Phoenix Aviation Department, Phoenix, AZ: Project Manager of a facilities design team retained by the City to design the elevated guideways,



tunnels, stations, and a maintenance facility for an automated train at the airport. The 4.76-mile project is being designed in two stages, with Stage 1 being 2.5 miles in length and consisting of tunnels, stations, and elevated sections. The project team will complete conceptual design, geotechnical investigations, ground surveys and mapping, and fire/life safety/security planning in advance of the final design. The development of a plan for a multimodal station complex in conjunction with the regional light rail program is a significant part of the first phase of the project.

- Management/Organization Planning, Richmond-Airport-Vancouver Rapid Transit Project, Vancouver, BC: Project Director responsible for preparing a plan for the management structure for the owner's team representing the Richmond-Airport-Vancouver Rapid Transit Project. The project was a unique public-private partnership (P3) proposal that placed considerable responsibility on a selected contractor/system supplier. Traditional roles of both the owner and the contractor were changed under the P3 structure.
- Joint Development Peer Review, Los Angeles County Metropolitan Transit Authority (LACMTA), Los Angeles, CA: Chairman of a public-/private-sector committee that reviewed the organization, resources, and experience of the Joint Development Program. The recommendations of the study included structural changes in program delivery and amendments to the organization and approach taken by LACMTA in developing rail station projects.
- Regional Public Transportation Authority (RPTA), Phoenix, AZ: Executive Director responsible for planning and implementing improved public transit services in Maricopa County. These services, initiated and directed by the RPTA, included a rapid transit component. The formation of the RPTA involved the negotiation of a series of interlocal agreements with municipal and state governments and the development of a Federal Transit Administration grants program.
- British Columbia Transit, Victoria/Vancouver, BC: Chief Executive Officer/General Manager responsible for all aspects of the corporation's management and operations. This included working as a liaison with legislative committees, reporting to the board of directors and federal, provincial, and local levels of government, evaluating program progress for funding priorities, and developing legislative programs. Planning, financing, capital acquisitions, and marketing were the responsibilities of BC Transit in the administration of local transit services throughout the province. Responsibilities included the overall management of the process of developing a consensus and approval for the 21-kilometer SkyTrain rapid transit system in Vancouver and the construction of the \$800 million project.



## **Raymond Sosa • Rail Transit Planner**

Mr. Sosa has ten years of experience as a transportation planner and project manager. This includes serving as lead or on executive teams on major corridor studies including feasibility studies, Major Investment Studies, Alternatives Analysis, EIR/EIS documentation and other NEPA/CEQA studies, and Federal New Starts reporting. His experience includes subway, light rail and bus rapid transit and their supporting facilities such as stations and maintenance yards. Other transportation projects have included bikeways, transit oriented development, pedestrian linkages, traffic calming, bridges and tunnels. As a Transportation Planner, Mr. Sosa has coordinated development of multi-jurisdictional, multi-purpose projects between municipal agencies and the community on schedule and within budget.

- **Project Manager, Transportation Connection Study.** Mr. Sosa is managing the Los Angeles World Airports (LAWA) Transportation Connector Study. This project involves addressing transportation connections to LAWA, most notably the Metro Green Line, and working closely with stakeholders and facilitating decision-making processes to develop a set of values for prioritizing the feasibility alternatives. Mr. Sosa and his team are evaluating the technical feasibility of the different alternatives, including studying size of right-of-way, and possible electrical interference from the LRT cars' overhead catenary wires with aircraft operations. The goal of the study is to determine the most immediate and efficient public transportation alternatives for accessing LAX.
- **Deputy Project Manager, Metro Gold Line Eastside Extension Light Rail Project, Los Angeles County Metropolitan Transportation Authority.** Mr. Sosa successfully executed a Full-Funding Grant Agreement with the Federal Transit Administration for this \$898 million, highly complex, six-mile, eight-station, multi-jurisdictional project. He reported directly to the Chief of Construction and Project Director on the construction and design activities which included oversight of the implementation of environmental mitigation measures, architectural design established during preliminary engineering, artwork, community outreach, elected official staff briefing, and jobs program. Mr. Sosa provided overall leadership in this project by reviewing contractor submittals and change orders, responding to information requests, resolving conflicts, and coordinating agencies, staff and contractors.
- **Project Planner, Crenshaw-Prairie Corridor Major Investment Study (MIS), Los Angeles County Metropolitan Transportation Authority.** Mr. Sosa assisted development of the MIS for the Crenshaw-Prairie Corridor. This study included analysis alignment and stations for transportation improvement alternatives along Crenshaw Boulevard including a transportation system management alternative, a light rail transit alternative and a subway alternative. He also completed a joint economic development study in collaboration with the USC School of Architecture on how station can act as a catalyst for economic development along this Corridor.
- **Lead Project Manager, Final SEIR/SEIS, Metro Gold Line Eastside Extension Light Rail Project, Los Angeles County Metropolitan Transportation Authority.** Mr. Sosa managed supporting staff and consultants to obtain certification of the environmental report and project approval. He coordinated with construction staff on preliminary engineering, and also various City and County departments, stakeholders, and community members to gain consensus. He reviewed traffic modeling analysis, developed urban design guidelines and developed agreements with permitting agencies. Mr. Sosa successfully obtained certification of the environmental reports and project approval.
- **Project Planner, Mid-City/Exposition Draft EIR/EIS, Los Angeles County Metropolitan Transportation Authority.** Mr. Sosa provided project management assistance for both the Mid-City Bus Rapid Transit Project and the Exposition Corridor Light Rail Transit Project. His duties included budget and schedule analysis, environmental review, traffic modeling analysis, and community presentations on the Draft EIR/EIS. Mr. Sosa also assisted on hearings, design review, and inter-agency coordination.



- Project Manager, Streetscape/Urban Design, Los Angeles County Metropolitan Transportation Authority. For this project, Mr. Sosa developed various scopes of work for Community Linkages Studies which included station areas within the community of Little Tokyo/Arts District, Boyle Heights and East Los Angeles. Studies reviewed traffic circulation, use of alternative modes of travel, community visioning and potential future land-use changes. He also participated in the design review and provided assistance for streetscape, urban design, and transportation related projects such as Project Restore, the Los Angeles Neighborhood Initiative, and the Byzantine-Latino Quarter Plan.



## **Jurgen Sumann • Systems Engineering Manager**

Jurgen Sumann is a systems engineering manager with 40 years of experience in transit - particularly rail transit - project development and implementation.

### **Selected Project Experience**

- North County Transit District-Oceanside, CA: program manager (start-up) responsible for developing an FTA-requested start-up program plan and overseeing its implementation for the Sprinter 22-mile DMU light rail system. Manage all systems contract including the DMU acceptance testing.
- Northstar Commuter Rail - Minneapolis, MN: systems design manager responsible for systems design of eight passenger stations, signal system interface with traffic control systems, Locomotive and Passenger Car Maintenance Facility and a Central Control Room for a new \$265 Million, 44-mile dual track Commuter Rail System.
- Northstar Commuter Rail, Minneapolis, MN: systems design manager responsible for all systems design work for the LRT connection from Northstar Commuter Rail to the existing Hiawatha LRT, including a Multi-Modal Station. Preparation of FTA application to obtain federal funding for the LRT connection.
- Hiawatha Light Rail Transit, Minneapolis, MN: design/construction manager responsible for coordination of Phase 1B of Hiawatha LRT, all tunnel and station work and the Mall of America re-alignment. The project won the "Best Project of the Year" award and was ahead of time and below budget.
- Hiawatha Light Rail Transit, Minneapolis, MN: Assistant General Manager - Rail Operations responsible for creating a rail O&M department (116 employees), overseeing low floor vehicle procurement contract (26 vehicles), and preparing the LRT system for revenue operation.
- Hiawatha Light Rail Transit, Minneapolis, MN: Assistant General Manager - Design/Construction responsible for the engineering and construction oversight of the new 12-mile, double track light rail project including all civil facilities (street crossings, wayside, track, bridges, tunnel, stations, yard and shops) and systems (signals, communication, traction power, OCS, 26 vehicles, fare collection).
- Tasman West Light Rail Transit - San Jose, CA: Manager - Rail Activation/Construction Manager responsible for field design changes and correction of all track, passenger stations and systems installations on an 8-mile dual track LRT extension. Transitioned the system from construction to operation. Performed engineering study for a new commuter rail system between San Jose and San Francisco.
- Red Line Segment 2B, Los Angeles, CA: Construction Manager - Systems Design/Rail Activation responsible for construction management oversight to control deficiencies and field changes/repair for all civil and trackwork, systems (TVM, CCTV, SCADA, train control, radio, third rail, traction power, corrosion control), budget preparation and cost control, estimating, contract negotiations, QA and safety. Assembled a test team comprised of contractors, client and engineering support personnel. Developed a safety certification program for final acceptance by the fire department and the PUC.
- Red Line Segment 2A, Los Angeles, CA: Construction Manager/Start-up Manager responsible for design changes and project management for all systems work and tunnel ventilation, field demonstration to the fire department and the PUC that safety certification was adhered to. Negotiated main contracts with contractors, finalized estimates, controlled schedule and budgets. Established a test and commissioning and troubleshooting team to start up an extension of the Red Line Segment 2A.



- Green Line - Los Angeles, CA: Manager - Design & Construction/Rail Activation responsible for the design and construction (civil, systems, track and maintenance facility). Jurgen was also responsible for transitioning the Green Line project from construction through testing and commissioning into revenue service. The Green Line was designed and constructed as a fully automated driverless system.
- Red Line Segment 1 - Los Angeles, CA: Manager - Systems Design, Manager - Rail Activation responsible for developing test plans and procedures, testing and commissioning of facilities, systems, wayside equipment, maintenance yards and shops and the control center. Established a “fast-track team” to solve engineering problems and implement solutions in conjunction with contractors and negotiated contractual changes.
- Detroit People Mover, Detroit, MI: General Manager (Deputy) responsible for the day to day operation for the Detroit People Mover (fully automated driverless system) with direct reporting responsibility to the City Council and the Mayor; previously served as Director of Operations and Maintenance responsible for the successful operation of the Detroit People Mover which included operations and maintenance, system security and fare collection for fixed facilities including rolling stock.
- UTDC USA Inc., Detroit, MI: Manager Systems Design & Engineering, program manager for conceptual engineering design for the Ankara and Bangkok Subway and elevated rail systems for all civil and systems elements.
- Detroit People Mover, Detroit, MI: Manager - Construction and Test/Commissioning responsible for installation and testing of the Detroit People Mover, including project controls, QA/QC and construction safety during construction of the elevated guideway, passenger station and all systems elements.
- Vancouver Light Rail Transit, Vancouver, Canada: Test and Start up Director responsible for transitioning the (design build) Vancouver LRT (fully automated driverless system) from construction to test and commissioning into revenue service.
- Toronto Automated Light Rail Transit, Toronto, Canada: Systems Manager for the design/build of a fully automated ALRT (linear induction motor drive for cars and “moving block” technology for ATC) for test section and new installation.
- Toronto Subway Extension, Toronto, Canada: Commissioning Director responsible for the commissioning & start up of the Toronto subway extension. Testing of new subway cars. Development of a computerized maintenance program plan for subway cars (Health Monitoring System). Vehicle radio system commissioning and testing.
- Edmonton and Calgary Rapid Transit - Alberta, Canada: Manager - Systems Design and Construction responsible for leading a team of design engineers for all civil and systems work necessary to construct the Edmonton and Calgary Rapid Transit systems.
- Edmonton and Calgary Rapid Transit - Alberta, Canada: Project Manager responsible for a vehicle assembly plant (design build) for the Edmonton and Calgary LRT vehicles including a test section for vehicle demonstration and acceptance.



### ***Robert Thum (Expert Resource Panel) • Legal***

Robert Thum is an attorney who has specialized in engineering and construction law since 1974, providing contract advice and dispute resolution services for owners (public and private), engineers, general contractors and major trade subcontractors. He has drafted contract documents, furnished project counseling and dispute resolution (mediation/arbitration/litigation) for a wide variety of cases involving major infrastructure projects (rail, highways, bridges, dams, power plants, airports, and water treatment plants). Mr. Thum serves as Construction Arbitrator on the State of California's Public Works Arbitration Program and is a member of the American Arbitration Association's National Panel of Construction Arbitrators. For over 25 years he has participated in Alternative Dispute Resolution of engineering and construction disputes, and has mediated many cases to settlement. Mr. Thum has published widely on construction law topics, including contract interpretation, scheduling, productivity and damage calculation. He has been invited to speak to numerous industry groups across the country on subjects related to construction law and ADR.

Mr. Thum provided legal advice to the City, related to *Oahu Transit Group v. City and County of Honolulu*, concerning the City's termination of Oahu Transit Group (OTG), the system contractor for the Honolulu Rapid Transit project. The engagement lasted 14 months, during which time Rob led a team of lawyers living and working in Honolulu. The engagement involved advice concerning contract terms, termination rights and obligations, FAR Parts 30 and 31 (cost accounting) and 49 (terminations), federal funding of rail projects, as well as legal research and litigation of the specific issues presented in the OTG claims. It also included management and budgeting of various CCH vendors and staff engaged in supporting our operations.



## Sue Tilden • Land Use Manager

Mrs. Tilden's 25+ years of experience encompasses both public and private projects including downtown waterfront, traditional neighborhood design, and transit-oriented development, including mixed-use station area development projects, campus and facilities master plans and growth-management planning. Sue spent a decade overseas in Taiwan, Greece, and Korea, as an individual practitioner involved with planning projects focusing on cultural preservation, urban revitalization and quality of life issues, impacts of traffic vs. transit cultures on urban development, and projects such as the adaptive reuse of Renaissance-era Venetian warehouses on the waterfront of Hania, Crete. While working in the State of Georgia planning office, Sue was responsible for writing the regulations and guidelines for natural, historic and cultural resource planning required within local governments' comprehensive plans. She also was a member of the State's Quality Growth Resource Team, a unique public/private group which provided intensive on-location planning and development expertise for targeted local needs throughout the state.

### Experience

- Hudson River Waterfront Walkway Implementation Plan: project manager, designed and directed the preparation of a county-wide Plan to fully implement the Waterfront Walkway along Hudson County's riverfront, enable public access to the waterfront and its use as a pedestrian/bicycle/transit linkage through seven municipalities from North Bergen to the Bayonne Bridge. The Plan was awarded a 2005 NJPO Planning Award for Excellence.
- Planning consultant for various New Jersey municipalities: development reviews and special projects including Master Plan preparation and reexaminations, zoning analysis, green/affordable housing, transit oriented development districts and downtown development planning.
- Vineland Redevelopment Plan: project manager in charge of the preparation of the Center City Redevelopment Plan for the City of Vineland. Directed extensive public participation and visioning component, including both numerous public meetings and survey-based input. The Plan won a 2004 NJPO Planning Award for Excellence.
- Communications Infrastructure Projects: Ms. Tilden served as HGA's manager of professional planning services for the facilities installation applications of major wireless phone companies such as: AT&T/ New Cingular and Sprint, directing the preparation of applications, exhibits and testimony, scheduling planning team testimony and appearing before municipal Boards throughout the region.
- State Planner, Office of Coordinated Planning, Georgia Department of Community Affairs, Atlanta, GA: activities included:
  - Comprehensive planning oversight and review of local government and regional plans and environmental ordinances. Project Leader for web content development of KnowledgeBase, on-line information reference tool, for Georgia's Minimum Standards for Comprehensive Planning.
  - Quality Growth Resource Team Member for intensive, on-site planning and community development assistance in charette format, to local governments statewide, with emphasis on sustainable growth practices.
  - DCA Task Force Member for Environmental Protection Division rules revisions with Georgia Department of Natural Resources.
- Urban Pilot Project, Hania, Crete, Greece: evaluation team member for adaptive re-use of historic structures as cultural and economic development amenity in ancient downtown harbour area of Hania. Sustainable development issues, historic preservation and cultural identity concerns.



- “The Myth of the City” international planning and poetry symposium: organizing participant, contributing writer and featured speaker exploring the concept of the livable city from both cultural and technical perspectives.
- LORE Project/European Union TERRA Programme, Messara, Pelion, Ikaria in Greece and Alcamo, Ragusa in Sicily, Italy: European Union effort to establish “local observatory” units in less-advantaged areas of Greece and Italy to provide and monitor impact of selected local development initiatives.
- Emergency Evacuation Plan Revisions and Update, Attiko Metro, Athens, Greece: Update of Emergency Evacuation Plan, working with General Manager, Bechtel/Attiko Metro, U.S. Embassy Security Section Chief and Bechtel U.S. Chief of Security.
- Consultant to transportation infrastructure design and construction firm in Taipei, Taiwan; specification and import of international technology and materials.



## **OPERATING AGREEMENT**

**OF**

***InfraConsult, LLC***  
***a Delaware limited liability company***

***THIS OPERATING AGREEMENT*** is made and entered by and among those persons listed on Exhibit A and executing this Agreement as Members.

### **SECTION I** **Organizational Matters**

1.1 *Governance.* The parties hereby adopt this Operating Agreement effective as of the Effective Date. Except as otherwise required by the Act, this Agreement shall govern the business and affairs of the Firm and the relationships of the parties to one another as Members of the Firm. The Members intend that the Firm always shall be treated as a partnership for federal and state income tax purposes, but that the Firm not be treated as a partnership for purposes of Section 303 of the Federal Bankruptcy Code. No Member shall act inconsistently with this intent.

1.2 *Name.* The name of the Firm shall be InfaConsult, LLC, and the Firm shall conduct all of its business in that name.

1.3 *Purpose.* The purpose of the Firm shall be to engage in the business of providing consulting services. The Firm shall have the power to take whatever actions it deems necessary or appropriate in furtherance of such purpose. The Firm may not engage in any other business or acquire Property unrelated to its purpose unless the Firm's engagement in that business or acquisition of that Property is approved by the vote of a Majority in Interest of the Members.

### **SECTION II** **Definitions**

2.1 Capitalized words and phrases used in this Agreement have the following meanings:

2.1.1 "*Act*" means the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time.

2.1.2 "*Administrative Member*" means the person, if any, named pursuant to Section V of this Agreement.

2.1.3 *"Agreement" or "Operating Agreement"* means this operating agreement, including all amendments or modifications hereto.

2.1.4 *"Capital Contribution"* means, with respect to each Interest Holder, the total amount of cash and the fair market value of any other Property contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Firm by that Interest Holder, net of liabilities secured by the contributed Property that the Firm is considered to assume or take subject to under Section 752 of the Code.

2.1.5 *"Certificate of Formation"* means the Certificate of Formation filed for the Firm pursuant to the Act, as such articles of organization may be amended from time to time.

2.1.6 *"Effective Date"* means the date on which the Certificate of Formation is filed with the Office of the Delaware Secretary of State.

2.1.7 *"Event of Withdrawal"* means a Member's dissociation with the Firm other than by a Transfer in compliance with this Agreement, or the occurrence of any of the events set forth in Section 18-304 of the Act.

2.1.8 *"Firm"* means the limited liability company formed pursuant to the Certificate of Formation and governed by this Agreement.

2.1.9 *"Fiscal Year"* means the fiscal year of the Firm, which shall be the calendar year or such other annual period which the Code requires the Firm to use as its taxable year, as determined by the Firm.

2.1.10 *"Interest"* means a Person's share of the distributions, Profits, Losses, and other items of income, gain, loss, deduction and credit of the Firm.

2.1.11 *"Interest Holder"* means any Person who holds an Interest, whether that Person is a Member or an unadmitted assignee of a Member.

2.1.12 *"Majority in Interest"* means one or more Members whose aggregate Voting Participation Percentage exceeds fifty percent of the aggregate Voting Participation Percentage of all Members.

2.1.13 *"Member"* means each Person signing this Agreement as a Member and each Person subsequently admitted as a member of the Firm pursuant to this Agreement. A Person shall cease to be a Member upon an Event of Withdrawal.

2.1.14 *"Member Loan"* means a loan made by a Member to the Firm pursuant to this Agreement.

2.1.15 *"Membership Rights"* means a Member's Interest, together with all other rights, powers and privileges of that Member.

2.1.16 "*Net Cash Flow*" means all cash funds derived from operations of the Firm (including interest received on reserves), increased by the reduction of any previously established reserves and reduced by cash funds used to pay current operating expenses (other than Non-shared Expenses) or to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Firm.

2.1.17 "*Non-shared expenses*" means expenses incurred by the Firm for the benefit of one Member or an affiliate of the Member which do not have a direct and commensurate benefit to the other Member including, but not limited to, compensation paid to an Member or a related entity; costs associated with an Member's automobile; continuing education, seminars, and professional meeting and conventions; professional dues and subscriptions; marketing, travel and entertainment expenses unless otherwise agreed to by the Members; contributions made on behalf of the Member or an affiliate to any pension, profit sharing or benefit plans; licenses; membership fees for professional, social, or other organizations; and life or disability insurance covering one or more Members other than insurance purchased pursuant to this Agreement for buy-out or overhead protection.

2.1.18 "*Participation Percentage*" means the percentage determined pursuant to Subsection 4.1 of this Agreement.

2.1.19 "*Person*" means and includes an individual, corporation, association, partnership, limited liability company, trust, estate, or other entity.

2.1.20 "*Property*" means all property acquired by the Firm, whether real or personal, tangible or intangible.

2.1.21 "*Shared Expenses*" means Firm expenses other than Non-shared expenses including, but not limited to, utilities and phone service (other than individual cell phones, pagers, and similar devices); expenses incurred for the acquisition, maintenance and repair of shared computers, office equipment, reception and common area furniture and artwork; malpractice and liability insurance covering the Members, employees, staff or property of the Firm; professional fees incurred for the benefit of the Firm; any deductible or excess liability attributable to a malpractice or other claim made against the Firm or any of its employees; support staff (including staff assigned to a particular Member); and reference and library materials used by all of the Members.

2.1.22 "*Super Majority of the Members*" means one or more Members whose aggregate Voting Participation Percentage exceeds 65 percent of the aggregate Voting Participation Percentage of all Members.

2.1.23 "*Transfer*" means, when used as a noun, any voluntary or involuntary sale, hypothecation, pledge, assignment, or other transfer, and, when used as a verb, voluntarily or involuntarily to sell, hypothecate, pledge, assign, or otherwise transfer. For purposes of this Agreement, a Transfer of interest in a Member or Interest Holder that is itself an entity shall be deemed to be a Transfer of such Member's or Interest Holder's Interest.

2.1.24 "*Voting Participation Percentage*" means with respect to any Member, the percentage set forth opposite that Member's name on Exhibit A, as amended from time to time.

2.2 *Additional Defined Terms* In addition, all capitalized words and phrases used in this Agreement which are defined in Subsection 9.1 shall have the meanings ascribed to them in Subsection 9.1.

### **SECTION III Capital Provisions**

3.1 *Initial Capital Contributions.* The original Members have made the Capital Contributions as set forth in Exhibit A. The initial Capital Contribution of any additional Member admitted to the Firm pursuant to Section VII of this Agreement shall be determined by the Firm and shall be paid in full at the time of admission unless otherwise agreed by the Firm.

3.2 *Additional Capital Contributions.* No Member shall be required to make additional Capital Contributions, and no Member shall be personally liable for any debts, liabilities, or other obligations of the Firm.

3.3 *Return of Capital Contributions.* Except as otherwise provided in this Agreement, no Interest Holder shall have the right to withdraw or otherwise reduce the Capital Contributions he makes to the Firm. Each Interest Holder shall look only to the Property of the Firm for return of his Capital Contributions. If the Firm's Property remaining after satisfaction of its obligations is insufficient to return the Capital Contributions of any Interest Holder, that Interest Holder shall have no recourse against the Firm or any Member except in the case of gross negligence, bad faith or fraud.

3.4 *Return of Capital In Kind.* Except as otherwise provided herein, under circumstances requiring a return of any Capital Contributions, no Interest Holder shall have the right to receive property other than cash.

3.5 *No Salary or Interest on Capital.* Except as otherwise provided herein, no Member shall receive any interest, salary or drawing with respect to his Capital Contributions or his Capital Account, or for services rendered on behalf of the Firm other than the Member's share of Net Cash Flow as provided in this Agreement.

3.6 *Member Loans.* Upon the determination of a Majority in Interest that the Firm requires additional capital to carry out its purpose, the Members shall have the right, but not the obligation, to make loans to the Firm. Member Loans shall be made by the Members willing to make Member Loans in the ratio of their Participation Percentages unless those Members agree otherwise.

3.7 *Terms of Member Loans.* All Member Loans shall bear interest at the prime rate of interest as specified in the "Money Rate" section of the Wall Street Journal on the date of the

loan plus 4 percentage points, shall be unsecured, and shall be repaid in full out of available funds of the Firm before any distribution may be made to any Member pursuant to Section IV. If more than one Member has made a Member Loan, repayments shall be made to the Members in the ratio of the amounts of principal they have advanced.

### 3.8 *Guaranties.*

3.8.1 The Members anticipate that as a condition of the Firm obtaining certain loans, leases, or other agreements, some or all of the Members may be required to personally guaranty such obligation (the "Guarantees") and such Guarantees may impose joint and several obligations on one or more of the Members. Notwithstanding any provision in this Agreement to the contrary, the Firm shall not enter into any obligation requiring Guarantees without the unanimous consent of the Members. The Members agree that each Member shall have the rights of contribution against and indemnity from the other Members to the extent necessary to assure that any loss suffered or expense incurred by the Member under the Guarantees, including attorneys' fees and litigation costs incurred in defending against any claim made against a Member by the Person asserting rights or making claims pursuant to the Guarantees (a "Guaranty Derived Loss") is shared by the Members in proportion to their respective Participation Percentages.

3.8.2. To the extent that the right of contribution and indemnification provided by this Agreement cannot be enforced against any Member or Members (a "Defaulting Member"), including because the Defaulting Member or Members are bankrupt or insolvent, then all of the other Members, including the Member or Members who initially sought to enforce the obligation or obligations or contribution or indemnification, shall share, in proportion to their respective Participation Percentages, the obligation or obligations of contribution and indemnification of the Defaulting Member or Members that cannot be enforced.

3.8.3 Any additional or substitute Members shall, as a condition of admission to the Firm, be required to join in an Guarantees or otherwise assume their proportionate share of such Guarantees. If a Member is expelled from the Firm pursuant to Subsection 7.3, prior to the effective date of such expulsion, the Firm shall obtain the unconditional release of such expelled Member from all Guarantees. Following an Event of Withdrawal caused by a Members death or disability, the Firm shall attempt to have the withdrawn Member or estate relieved of personal liability for the Guarantees (but shall not be required to repay or refinance the Guarantees, or otherwise expend funds or provide additional security for such Guarantees), and the Members shall fully and unconditionally indemnify and hold harmless the withdrawn Member or estate for, from and against any and all loss, cost, liability or expense, including court costs and reasonable attorneys' fees, in any manner arising out of or on account of such Guarantees.

## **SECTION IV Distributions**

4.1 *Compensation and Participation Percentages.* The Members shall from time to time agree on a formula for determining each Member's share of Net Cash Flow (the

"Compensation Formula"). Such Compensation Formula shall consider the Members' fee income, originations, overhead allocation, profit or loss from employees of the Firm, and such other matters as shall be agreed to from time to time by all Members. The Compensation Formula may be amended only by a vote of all Members. At least five (5) days prior to the date the Members are required to make quarterly estimated income tax payments under the Code, and at the end of each Fiscal Year, or more often if agreed to by all of the Members, the Members shall determine each Member's share of Net Cash Flow for the relevant period based on the Compensation Formula. Each Member's Participation Percentage for the period involved shall be determined by dividing the Member's share of Net Cash flow for the period by the total of each Members' share of Net Cash Flow for that period as determined under the Compensation Formula.

4.2 *Distributions of Net Cash Flow.* Except as otherwise provided in this Agreement, distributions shall be made to the Members as follows:

4.2.1 *Draws.* Monthly, or such other times as the Members shall agree, each Member shall be entitled to receive a cash advance against the Member's share of anticipated Net Cash Flow of the Firm for the year. The amount of each Member's draw for the following Fiscal Year shall be determined prior to the beginning of each Fiscal year by a vote of a Super Majority of the Members. The Member acknowledge that draws may be reduced if necessary to pay expenses of the Firm.

4.2.2 *Quarterly Distributions.* At least five (5) days prior to the date the Members are required to make quarterly estimated income tax payments under the Code, or more often if agreed to by a Super Majority in Interest of the Members, the Members shall determine the Firm's Profit or Loss and Net Cash Flow for the prior quarter. The Firm shall promptly distribute to each Member the excess of that Member's pro rata share (based on the Member's Participation Percentage) of Net Cash Flow over (i) the amounts drawn by the Member pursuant to Section 4.1.1 plus (ii) any Non-shared Expenses of such Member for such quarter.

4.2.3 *Annual Distributions.* Within forty-five (45) days after the end of each year, the Members shall determine the Firm's Profit or Loss and Net Cash Flow for the year. The Firm shall promptly distribute to each Member the excess of that Member's pro rata share (based on the Member's Participation Percentage) of Net Cash Flow over (i) the amounts drawn by the Member pursuant to Subsection 4.1.1; (ii) Quarterly Distributions pursuant to Subsection 4.1.2; plus (iii) any Non-shared Expenses of such Member. If at the end of any fiscal year (i) the amounts drawn by the Member pursuant to Subsection 4.1.1; (ii) Quarterly Distributions pursuant to Subsection 4.1.2; plus (iii) any Non-shared Expenses of such Member exceed that Member's pro rata share (based on the Member's Participation Percentage) of Net Cash Flow, such Member shall within ninety (90) days after the end of such year return to the Firm the amount of such excess. The amount so contributed shall be promptly distributed to the other Members in accordance with such other Members' Participation Percentages.

4.3 *Miscellaneous.*

4.3.1 *Amount and Timing of Net Cash Flow Distributions.* Except as otherwise provided in this Agreement, the amount and timing of distributions of Net Cash Flow shall be determined by a Super Majority in Interest of the Members in the Members' sole discretion.

4.3.2 *Distributions In Kind.* In connection with any distribution, no Interest Holder shall have the right to receive Property other than cash except as may be specifically provided herein. Any Property distributed in kind to the Interest Holders shall be valued at its fair market value, as determined by an independent appraiser selected by the Firm, or, if there is an Administrative Member, the Administrative Member on behalf of the Firm. Any Interest Holder entitled to an interest in any Property shall receive that interest as a tenant-in-common with all other Interest Holders so entitled.

4.3.3 *Withholding.* Any amount withheld by the Firm pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as actually distributed to the affected Interest Holder for purposes of this Agreement.

4.3.4 *Varying Interests; Distributions in Respect of Transferred Interests.* If any Interest is sold, assigned or transferred, all distributions made on or before the date of such transfer shall be paid to the transferor, and all distributions made thereafter shall be paid to the transferee. Solely for purposes of making those distributions and allocating Profits and Losses and other items of income, gain, loss and deduction pursuant to Section IX hereof, the Firm shall recognize the transfer no later than the last day of the calendar month in which it is given notice of the transfer stating the date such Interest was transferred and the name, address, and tax identification number of the transferee. Unless the Firm is given such notice, neither the Firm nor any Interest Holder shall incur any liability for making distributions and allocations in accordance with the provisions of this Subsection, whether or not any Interest Holder or the Firm has knowledge of any transfer of ownership of any Interest.

## **SECTION V Management**

### **5.1 Management.**

5.1.1 *Member Managed.* Management of the Firm shall be vested in the Members. Each Member shall devote such time and effort as may be necessary for the effective management of the Firm. Each Member shall keep the other Members fully informed concerning the Member's activities affecting the Firm and any actions taken on behalf of the Firm and shall disclose to the Members any information which the Member may receive concerning the Firm's business and affairs.

5.1.2 *Managing Principal and Administrative Members.* The Members may from time to time appoint or remove one or more officers with the title of "Managing Principal" to carry on the day-to-day affairs of the Firm. Except as otherwise provided in this Agreement or with respect to matters expressly delegated to a Managing Principals by the Firm, a Managing Principal shall only have ministerial authority and duties and shall not take any actions on behalf

of the Firm out of the ordinary course of business. The initial Managing Principals shall be: Alan Wulkan, Michael Schneider, and Simon Zweighaft. The Members may also from time to time appoint or remove an Administrative Member with authority and duties set forth in this Agreement. The initial Administrative Member shall be Alan Wulkan.

5.2 *Member Authority.* Except as otherwise provided in this Agreement or with respect to matters expressly delegated to a Member by the Firm, no single Member is authorized to act on behalf of the Firm or enter into any agreements on behalf of the Firm as an agent of the Firm, notwithstanding any authority otherwise granted to a Member under the Act. Except as otherwise provided in this Agreement, all Firm actions must be approved and executed by a Majority in Interest of the Members.

5.3 *Fiduciary Duty.* The Members agree that each Member shall be accountable to the Firm and the other Members, and shall have the same duties of care and loyalty, that the law imposes on general partners in a partnership.

5.4 *Non-Exclusivity.* The Members hereby acknowledge and agree that except as otherwise provided in this Agreement, each Member may engage in any other business or investment activity, unless such activity competes with or otherwise adversely affects the Firm.

5.5 *Authorized Member Actions.* Each Member is authorized to take the following actions on behalf of the Firm to the extent necessary to permit the Member to carry on the routine daily business of providing consulting services:

5.5.1 Accept clients on behalf of the Firm and undertake matters for the Firm client, provided that: (i) the action does not create a conflict with any other Firm client; (ii) the undertaking is of a type normally handled by the Firm; (iii) the other Members who may reasonably be expected to perform services for the client agree to the undertaking; and (iv) the Member complies with any client intake procedures established by the Firm that are in effect at the time of the engagement;

5.5.2 Subject to any dollar limitations contained in any policies adopted by the Firm, incur expenses and make routine advances on behalf of the Firm with respect to the representation of a client;

5.5.3 Subject to any limitations contained in any policies adopted by the Firm, issue invoices and statements to clients for services rendered to clients for which the Member has primary billing responsibility;

5.5.4 Compromise or write-off amounts owed to the Firm (including amounts of unbilled time) if the amount owed or the value of the unbilled time does not exceed any limitations contained in any policies adopted by the Firm; and

5.5.5 Take any other action or make any other decision that is routine or incidental to the daily conduct of the Member's provision of consulting services for Firm clients.

## 5.6 *Books and Records.*

5.6.1 *General Requirements.* The Firm, or one of the Administrative Principals on behalf of the Firm, shall keep or cause to be kept at Firm expense complete and accurate books and records, together with supporting documentation of transactions with respect to the Firm's business. The books and records shall be maintained in accordance with sound accounting practices and kept at the Firm's principal office and such other locations as the Firm may determine. The Firm's books and records shall include the following:

5.6.1.1 A current list of the full name and last known business, residence, or mailing address of each Member;

5.6.1.2 A copy of the initial Certificate of Formation and all amendments thereto;

5.6.1.3 Copies of this Agreement, all amendments hereto, and any prior operating agreements no longer in effect;

5.6.1.4 Copies of any agreements or other instruments relating to the Members' obligations to make Capital Contributions to the Firm;

5.6.1.5 Copies of the Firm's federal, state, and local income tax returns and reports, if any, for the three most recent fiscal years;

5.6.1.6 Copies of any financial statements of the Firm for the three most recent fiscal years; and

5.6.1.7 Copies of minutes of all meetings of the Members and all written approvals of Members for actions taken without a meeting.

5.6.2 *Inspection.* Upon reasonable advance notice to the Firm, each Member shall have the right to inspect and copy the Firm's books and records during normal business hours and at the Member's expense.

5.6.3 *Annual Accounting Period.* The annual accounting period of the Firm shall be its Fiscal Year.

5.7 *Indemnity Rights.* The Firm, its receiver or trustee, shall indemnify and hold harmless any Interest Holder (the "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of the Firm) by reason of any acts, omissions, or alleged acts or omissions arising out of the Indemnified Party's activities as a Member or Interest Holder on behalf of the Firm or in furtherance of the interests of the Firm, against losses, damages, or expenses for which such Indemnified Party is not otherwise entitled to reimbursement (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in

connection with such action, suit, or proceeding so long as he did not engage in willful misconduct or act fraudulently, in bad faith, or in a grossly negligent manner. Nothing contained herein shall be construed to relieve a Member or Interest Holder from any liability to the Firm or the Interest Holders for fraud, bad faith, willful misconduct, or gross negligence.

## SECTION VI Members

### 6.1. *Time and Effort.*

6.1.1 Each Member shall devote his or her best efforts to serving the Firm and its clients in a professional manner and shall devote substantially all of his or her normal business time to those services except as otherwise provided in this Agreement.

6.1.2 Unless otherwise authorized by the affirmative vote of a Majority in Interest of the Members (other than the Member involved), a Member, while he or she is a Member, shall not engage, directly or indirectly (as owner, employee, consultant, or otherwise), in any activity that competes with or is benefited by the Firm's business and activities. Each Member will disclose and make available to the Firm each and every business opportunity of which the Member becomes aware which are within the purposes of the Firm. All income received by a Member as fees for serving as a corporate director; as royalties from books, articles, pamphlets, and similar material related to the consulting profession written by the Member; as compensation for teaching or participating in seminars; and all other income resulting from similar activities related to the Member's status as a consultant shall be considered income of the Firm and shall be remitted promptly to the Firm.

6.2 *Business Expenses.* Each Member is authorized to incur reasonable expenses in connection with promoting and conducting the Firm's practice. The Firm shall reimburse each Member for all such expenses upon presentation by the Member from time to time of an itemized account of such expenditures, together with such invoices, vouchers, memoranda and such additional documents and information as may be required by the Firm to support such expenses.

6.3 *Professional Liability Insurance.* During the term of this Agreement, the Firm shall purchase and maintain at its expense such comprehensive professional liability insurance with limits and terms as shall be agreed to by the Members from time to time.

6.4 *Meetings.* Meetings of the Members may be called by a Member or Members whose Voting Participation Percentage, in the aggregate, equals or exceeds ten percent (10%).

6.5 *Place of Meetings.* Meetings of the Members shall be held at the principal office of the Firm unless the Person or Persons calling the meeting designate another place as the place for the meeting. Members may participate in a meeting by conference telephone or similar means by which all Persons participating in the meeting can hear one another.

6.6 *Notice of Meetings.* Except as otherwise provided in this Agreement, the Person or Persons calling the meeting shall notify all Members entitled to participate in the meeting in writing at least three (3) days before the date of the meeting. The notice shall include the date, time, place, and purpose of the meeting.

6.7 *Waiver of Notice.* A Member may waive notice of any meeting required to be given under this Agreement before, at, or after any meeting. Any meeting shall be valid without notice if all the Members entitled to participate in the meeting meet and consent to the holding of the meeting at such time and place.

6.8 *Record Date.* The date on which notice of a meeting is deemed to be given under this Agreement shall be the record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members. The determination of Members entitled to vote at any meeting of the Members shall also apply to any adjournment of such meeting.

6.9 *Quorum.* A Majority in Interest of the Members entitled to participate in a meeting, present in person or represented by proxy, shall constitute a quorum. If a quorum is not present at a properly noticed meeting, a Majority in Interest of those Members entitled to vote, present in person or by proxy, may adjourn the meeting to another time and place without notice if the time and place are announced at the adjourned meeting. If the adjournment is for more than 30 days, notice shall be given as provided in this Agreement to all Members entitled to participate in the meeting.

6.10 *Voting.* Each Member entitled to participate in a meeting shall have a number of votes equal to his Voting Participation Percentage. A Member may vote in person or by a written proxy given to a Member or other Person. Any proxy must be filed with the Firm before or at the time of its exercise. If a Member Transfers his Interest to an assignee who does not become a substitute Member, neither the transferring Member nor the assignee shall be entitled to vote the transferred Interest and the transferred Interest shall not be considered outstanding for purposes of determining the existence of a quorum. A withdrawn Member shall not be entitled to vote nor shall the withdrawn Member's Interest be considered outstanding for purposes of determining the existence of a quorum.

6.11 *Action Without a Meeting.* The Members may take any action permitted or required to be taken at a meeting without a meeting if:

6.11.1 all the Members entitled to vote on the matter are given notice of the proposed action and an explanation of the proposed action; and

6.11.2 that percentage or number of Members required to take or approve the action execute a written consent to that action.

Action taken by written consent under this Subsection shall be effective on the date that percentage or number of Members required to take or approve the action have signed the consent unless the consent specifies a different effective date. The record date for determining Members

required to consent to an action shall be the date notice of the proposed written consent is deemed given under this Agreement to the Members entitled to vote on the matter.

## SECTION VII Transfers and Withdrawals

7.1 *Transfers Prohibited.* Except as expressly permitted or required by this Agreement, no Person may Transfer all or any part of such Person's Membership Rights or Interest in the Firm without the prior written consent of all of the non-transferring Members, which consent may be granted or withheld in the Members' sole and absolute discretion. The Members acknowledge that the prohibitions on Transfers contained in this Agreement are reasonable and necessary restrictions and may be enforced by specific performance. Any attempted Transfer in violation of this Section VII shall be void *ab initio* and of no force or effect, and the purported transferee shall not have any rights in the Interest or the Firm.

### 7.2 *Withdrawal.*

7.2.1 Any Member may voluntarily withdraw from the Firm on thirty (30) days prior written notice. The withdrawal shall be effective at the expiration of the thirty day period unless the Firm, by a vote of a Majority in Interest of the Members other than the withdrawing Member, notifies the withdrawing Member that the withdrawal shall be effective at an earlier date. Section 7.4 concerning payments to a withdrawn Member shall apply to the withdrawn Member. The withdrawing Member shall not be entitled to vote in any matter, including dissolution, after giving notice of his intent to withdraw nor shall his interest be counted in the computation of a quorum or in the total interests entitled to vote on any matter.

7.2.2 If at any time during the pendency of the withdrawal notice, or within ninety (90) days after withdrawal, a dissolution of the Firm is voted by the Members, the notice of withdrawal shall be of no effect.

7.3 *Expulsion.* Any Member may be expelled from the Firm by a vote of all of the Members other than the Member to be expelled. Section 7.4 concerning payments to a withdrawn Member shall apply to the expelled Member. The expelled Member shall not be entitled to vote in any matter, including dissolution, after receiving notice of his expulsion nor shall his interest be counted in the computation of a quorum or in the total interests entitled to vote on any matter.

### 7.4 *Distributions on Withdrawal.*

7.4.1 Upon the occurrence of an Event of Withdrawal (including the Member's death or disability), if the Firm is not dissolved pursuant to Section VIII, the withdrawn Member shall cease to have any right to participate in any allocations of Profits or Losses (or other items of income, gain, or deduction) or to receive any distributions from the Firm, other than the right to receive a withdrawal distribution equal to the amount set forth in Exhibit B. The withdrawal distribution shall be payable by the Firm at the time and in the manner provided in Exhibit B.

7.4.2 If the Firm is dissolved pursuant to Section VIII following an Event of Withdrawal, the Member (or the Member's assignee) shall continue to participate in Firm Profits, Losses, and distributions as an assignee of the Member's interest in the Firm, until the Firm is wound up and terminated in accordance with this Agreement.

7.5 *Disability of a Member.* The Firm does not provide disability insurance for its Members and it is anticipated that each Member will obtain such insurance protection as the Members sees fit. If a Member becomes disabled, the disabled Member will receive an amount equal to the Member's normal Profit allocation and Cash Flow distributions for a period of nine (9) months from the date such Member becomes disabled (the "Disability Date"). If after a period of nine (9) months from the Disability Date, the Member is unable to resume his or her normal duties for the Firm, the Member shall be deemed to have voluntarily withdrawn from the Firm and will be entitled to the distributions set forth in Section 7.4 of this Agreement. After the Disability Date, the Member will not be entitled to vote the Member's interest in any matter nor shall his interest be counted in the computation of a quorum or in the total interests entitled to vote on any matter until the Member resumes his normal duties for the Firm. For purposes of this Agreement, a Member will be disabled if he is incapable of rendering his normal duties for the Firm; provided, however, such impairment must be certified by a competent physician as provided herein or by a judicial determination, and it must be shown that such impairment has continued or will continue for a period of not less than six (6) months. A determination of disability shall be made at the request of the Member who is or may be disabled or the other Members if such other Members reasonably believe that the Member is disabled. The Members hereby consent to undergo the examination and testing reasonably necessary for the determination of disability. Each Member also hereby waives any applicable physician-patient privilege for purposes of such examination and testing and disclosure of the results therefrom to the Firm and the other Members. Upon the request of any Member, the Member believed to be disabled, on the one hand, and the other Members, on the other hand, shall each choose a physician who is board certified in the specialty or subspecialty of medicine appropriate to treat the presumed disability. The two physicians, in turn, shall select a third physician who is board certified in the relevant specialty, and the determination of disability by such physician shall be conclusive. The disability shall be deemed to begin on the date determined by the physician.

7.6 *Cooperation in Litigation.* Notwithstanding the withdrawal of a Member or the termination of this Agreement, each Member agrees to fully cooperate to any and all reasonable extent with the Firm and the other Members or former Members in defending against and settling any claims made in which the Firm or any one or more of its Members or employees is named as a defendant.

7.7 *Transferees.* The assignee of an Interest in the Firm shall have no right to participate in the business and affairs of the Firm or to exercise any Membership Rights unless the assignee is admitted as a substitute Member pursuant to the written consent of all of the Members, which consent may be granted or withheld in the Members' sole and absolute discretion. The assignee only shall be entitled to receive distributions, including distributions representing a share of Capital Contributions, and be allocated Profits, Losses, and other items of income, gain, loss, deduction and credit attributable to the transferred Interest.

7.8 *Additional Members.* The Firm shall not issue additional Interests in the Firm without the written consent of all of the Members, which consent may be granted or withheld in the Members' sole and absolute discretion. Each additional Member shall execute a counterpart of this agreement and shall be bound by the terms and conditions of this Agreement, and shall execute any other documents that the Firm may deem necessary or appropriate to effect the admission of the Person as an additional Member.

## SECTION VIII Dissolution and Termination

8.1 *Events of Dissolution.* The Firm will be dissolved on the first to occur of the following events:

8.1.1 The written consent of a Super Majority in Interest of the Members.

8.1.2 An Event of Withdrawal of the last remaining Member unless within ninety (90) days of the Event of Withdrawal all assignees of Interests in the Firm by written consent admit at least one (1) Member pursuant to Section 18-801 of the Act to continue the business of the Firm.

Except as otherwise provided in this Section 8.1, an Event of Withdrawal of a Member shall not cause the Firm to dissolve and the Firm automatically shall continue following such an Event of Withdrawal.

8.2 *Winding Up.* Following the dissolution of the Firm, the Members, on behalf of the Firm, shall collect the Firm's Property and take such other and further action as is required to wind up the business and affairs of the Firm. The Members shall determine which Property will be sold or otherwise disposed of and which Property will be distributed in kind to the Members. The Members then shall liquidate the Property of the Firm that is to be sold or otherwise disposed of, establish such reserves as the Members shall reasonably deem necessary, and apply or distribute the proceeds of such liquidation, or distribute the Firm's Property in kind, in the following order and priority:

8.2.1 *Debts.* To payment of the debts and liabilities of the Firm, including debts owed to Interest Holders. To the extent permitted by law, the Firm first shall pay liabilities for which any Interest Holder is or may be personally liable; and

8.2.2 *Remainder.* Thereafter, to the Interest Holders in accordance with Section 4.

8.3 *Deficit Capital Accounts.* Notwithstanding any provision in this Agreement to the contrary, an Interest Holder with a deficit balance in the Interest Holder's Capital Account shall not be obligated to make any Capital Contributions to the Firm to restore such deficit balance to zero and the negative balance of such Interest Holder's Capital Account shall not be considered a

debt or obligation of the Interest Holder to the Firm, the other Interest Holders, or any other person.

8.4 *Rights of Interest Holders.* Except as otherwise provided in this Agreement, each Interest Holder shall look solely to the Property of the Firm for the return of his Capital Contribution and no Interest Holder shall have priority over any other Interest Holder with respect to distributions or the return of his Capital Contribution.

8.5 *Certificate of Cancellation.* On the completion of the winding up of the Firm and the distribution of the Property of the Firm as provided herein, the Firm shall file such Certificate of Cancellation or other documents as may be required by the Act to terminate the Firm.

## SECTION IX Tax Matters

9.1 *Definitions.* The capitalized words and phrases used in this Section IX shall have the following meanings:

9.1.1 *"Adjusted Capital Account Deficit"* means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

9.1.1.1 the Capital Account shall be increased by the amounts which the Interest Holder is obligated to restore under this Agreement or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g) and (i)(5) (i.e., the Interest Holder's share of Minimum Gain and Member Minimum Gain); and

9.1.1.2 the Capital Account shall be decreased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4),(5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with that Regulation.

9.1.2 *"Capital Account"* means, with respect to each Interest Holder, the capital account maintained in accordance with Regulation Section 1.704-1(b).

9.1.3 *"Code"* means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

9.1.4 *"Profits and Losses"* means, for each Fiscal Year or other period for which Profits and Losses must be computed, the Firm's income or loss for federal income tax purposes.

9.1.5 *"Treasury Regulations" or "Regulations"* means the income tax regulations, including any temporary regulations, promulgated pursuant to the Code as such

regulations may be amended or superseded from time to time.

9.2 *General Allocations of Profits and Losses.* Profits and Losses for any Fiscal Year shall be allocated to the Interest Holders in the ratio of their Participation Percentages. Any deduction attributable to a Non-shared expenses shall be specially allocated to the Member on whose behalf the Firm incurred the Non-shared expense. If any Non Shared Expenses of a Member that are paid or reimbursed by the Firm are not deductible, or are disallowed by the Internal Revenue Service or any other taxing authority as ordinary and necessary business expenses, any additional Firm Profit or income arising from such non-deductibility or disallowance shall be specially allocated to such Member.

9.3 *Loss Limitations.*

9.3.1 No Losses shall be allocated to any Interest Holder pursuant to Subsection 9.2 if the allocation would create or increase an Adjusted Capital Account Deficit for that Interest Holder. All Losses subject to the limitation set forth in this Paragraph 9.3.1 shall be allocated among the remaining Interest Holders in the ratio of their Participation Percentages. If all Interest Holders are subject to the limitation of this Paragraph 9.3.1, Losses shall be allocated among the Interest Holders in the ratio of their Participation Percentages or in such other ratio that is in accordance with the Interest Holders' interests in the Firm, as determined by the Firm. Any other provision of this Agreement to the contrary notwithstanding, if any Losses are allocated pursuant to this Paragraph 9.3.1, those Losses shall be recovered, on a *pari passu* basis, from the next available Profits of the Firm.

9.4 *Qualified Income Offset.* If an Interest Holder unexpectedly receives an adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4),(5), or (6), then, to the extent required under Regulations Section 1.704-1(b)(2)(d), such Interest Holder shall be allocated items of income and gain of the Firm (consisting of a *pro rata* portion of each item of Firm income, including gross income and gain for that Fiscal Year) before any other allocation is made of Firm items for that Fiscal Year, in the amount and in proportions required to eliminate the Interest Holder's Adjusted Capital Account Deficit as quickly as possible. This Paragraph 9.4 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

9.5 *Tax Matters Partner.* The Administrative Member, or such other Member appointed by the Members, shall be the Tax Matters Member, unless replaced by the Members in accordance with this Agreement. The Tax Matters Member shall have all the powers and responsibilities of a "tax matters partner" under the Code. The Tax Matters Member shall send copies to each Interest Holder of all notices from government taxing authorities which are received by or otherwise come to the attention of the Tax Matters Member. The Firm shall pay and be responsible for all reasonable costs and expenses incurred by the Tax Matters Member in performing his duties. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service or other taxing authority without the approval of a Majority in Interest of the Members.

## 9.6 *Miscellaneous.*

9.6.1 *Returns and Other Elections.* The Firm shall cause the preparation and timely filing of all tax returns required pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Firm does business.

9.6.2 *Information.* Within seventy-five (75) days after the end of each Fiscal Year, the Firm, or, if there is an Administrative Member, the Administrative Member on behalf of the Firm, shall cause to be sent to each Person who was an Interest Holder at any time during that Fiscal Year, the tax information concerning the Firm which is necessary for preparing the Interest Holder's income tax returns for the Fiscal Year.

9.6.3 *Knowledge.* Each Interest Holder acknowledges that he understands the economic and income tax consequences of the allocations under this Agreement and agrees to be bound by the provisions of this Section IX in reporting his taxable income and loss from the Firm.

## **SECTION X Miscellaneous**

10.1 *Notices.* All notices authorized or required to be given pursuant to this Agreement shall be given in writing and either personally served on the Person to whom given, mailed postage prepaid, or sent by facsimile transmission (and also mailed within 24 hours thereafter), addressed to the Person's address or facsimile number as it appears on the books of the Firm. All notices shall be deemed given when personally delivered or, if mailed as provided in this Subsection, on the second day after the date of mailing, or if sent by facsimile transmission, 24 hours after the time of dispatch. Any Person may change his address for the receipt of notices at any time by giving written notice thereof to the other Members in accordance with the terms of this Subsection. The inability to deliver notice because of a changed address of which no notice was given, or the rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the Notice as of the date of such inability to deliver or the rejection or refusal to accept. Any notice to be given by any Person herein may be given by an agent for such Person.

10.2 *Bank Accounts.* All funds of the Firm shall be deposited in the Firm's name in an institution or institutions determined by the Firm.

10.3 *Title to Property.* Except as otherwise provided in this Agreement, all Property acquired by the Firm shall be held in the Firm's own name. The Firm may cause legal title to any Property to be held in a name other than the Firm's name, including without limitation a Member's name or the names of trustees, nominees, or straw parties for the Firm. The Members acknowledge and agree that the manner in which title to the Firm's Property is held is solely for the convenience of the Firm and that such Property shall be treated as Firm Property for purposes of this Agreement and the Act.

10.4 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10.5 *Governing Law.* The laws of the State of Delaware, without regard to conflicts of laws principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

10.6 *Amendment.* This Agreement may be amended only by the written consent of all of a Super Majority in Interest of the Members; provided, however, that any provision of this Agreement requiring a vote or consent of more than a Super Majority in Interest may be amended only by the written consent of that number or percentage of the Members required to take or approve the action set forth in that provision.

10.7 *Counterparts.* This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

10.8 *Headings.* Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.

10.9 *Pronouns.* All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

10.10 *Partition.* The parties hereto irrevocably waive any right that they may have to maintain any action for partition with respect to any Firm Property.

10.11 *Entire Agreement.* This Agreement constitutes the entire agreement among or between the parties, and supersedes any prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.

10.12 *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by any Member, deliver to the requesting Person a certificate stating, to the Member's knowledge, that:

10.12.1 this Agreement is in full force and effect;

10.12.2 this Agreement has not been modified except by any instrument or instruments identified in the certificate; and

10.12.3 there is no default hereunder by the requesting Person or, if there is a default, the nature and extent thereof.

10.13 *Parties in Interest.* Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs,

representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement.

10.14 *Successors in Interest.* Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, representatives, successors and permitted assigns of any of the parties to this Agreement.

10.15 *Incorporation by Reference.* Every exhibit or schedule attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

10.16 *Compliance with the Act.* The parties shall execute all amendments of the Certificate, and take all other action as may be necessary or appropriate to comply with the requirements of the Act.

10.17 *Specific Performance.* Inasmuch as the Firm is closely held, irreparable damage would result if this Agreement is not specifically enforced. Therefore, the rights and obligations of the Members shall be enforceable in a court of equity by decree of specific performance, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall be cumulative and not exclusive, and shall be in addition to any other remedies which any party may have under this Agreement or otherwise.

10.18 *Arbitration.* The parties agree that any dispute arising out of this Agreement shall be resolved through arbitration in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association or any successor organization (the "AAA"). The party desiring to initiate the arbitration process shall give written notice to that effect to the other party and shall, in such written notice, include a brief statement of its claims. Within ten (10) days of the notice of intent to arbitrate, the parties shall meet for the purpose of attempting to jointly select a single arbitrator to serve in the matter. If they are unable to agree on the designation of the arbitrator, either party may apply to the AAA for the appointment of a single arbitrator in accordance with the rules of the AAA then in effect. The arbitration proceeding shall be held within 60 days of the appointment of the arbitrator and the arbitrator shall render his or her decision within 30 days after the conclusion of the arbitration proceeding. The decision of the arbitrator shall be final and binding upon, and non-appealable by, the parties and any judgment may be had on the decision and award so rendered in any court of competent jurisdiction. The prevailing party shall be entitled to all costs incurred in connection with the arbitration proceeding, including the fees of the arbitrator, its reasonable attorneys' fees, witness fees and other costs as determined by the arbitrator.

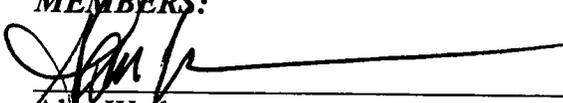
## **SECTION XI Representation**

The parties hereby agree that in connection with the preparation of this Agreement Onsager, Werner & Oberg, P.L.C. has solely represented the Firm and has not represented any

Member individually. Each party has been advised to obtain independent representation in connection with this Agreement and the formation of the Firm.

*IN WITNESS WHEREOF*, the Members have executed this Operating Agreement, this 1<sup>st</sup> day of January, 2007.

**MEMBERS:**

  
\_\_\_\_\_  
Allan Wulkan

  
\_\_\_\_\_  
Michael Schneider

  
\_\_\_\_\_  
Simon Zyweighthaft

**EXHIBIT A**

<u>Member</u>	<u>Capital Contribution</u>
Alan Wulkan	\$25,000
Michael Schneider	\$25,000
Simon Zweighaft	\$25,000

**VOTING PARTICIPATION PERCENTAGE**

<u>Member</u>	<u>Voting Participation Percentage</u>
Alan Wulkan	33.33%
Michael Schneider	33.33%
Simon Zweighaft	33.33%

## EXHIBIT B

1. Payment on Withdrawal. Except as otherwise provided in this Exhibit B, if any Member withdraws from the Firm for any reason, his right, title, and interest in the Firm shall be extinguished in consideration of payment to him by the Firm of the sum of :

(a) the Member's pro rata share (based on the Member's Participation Percentage), if any, of Net Cash Flow for the previous Fiscal Year that has not yet been distributed to the Members pursuant to Section 4.1 for such previous Fiscal Year;

(b) the excess of that Member's pro rata share (based on the Member's Participation Percentage) of Net Cash Flow for the year of withdrawal, determined as if the Fiscal Year of the Firm ended on the date of withdrawal, over (i) the amounts drawn by the Member pursuant to Section 4.1.1 in the year of withdrawal; plus (ii) amounts previously distributed to the Member under Section 4.1.2 and 4.1.3 in the year of withdrawal; plus (iii) any Non-shared Expenses of such Member in the year of withdrawal;

(c) The Member's pro rata share (based on the Member's Participation Percentage at the time the reserves were established) of Firm's reserves (to the extent the establishment of such reserves have reduced Net Cash Flow in the current or previous Fiscal Years);

(d) The Member's pro rata share (based on the Member's Participation Percentage) of the book value of the equipment, furniture, fixtures, and other fixed assets of the Firm, reduced by any liabilities of the Firm or encumbering its properties.

(e) The Member's share (based on the Contribution Formula) of the Firm's accounts receivable and work in process at the time of the Withdrawal.

(f) The Member's share of any ongoing matters for which the Firm may receive a "success fee" or other contingent compensation a "Contingent Compensation Matter" as of the date of withdrawal to the extent that such amounts are not otherwise reflected in the Firm's accounts receivable or work in process. For these purposes, the Member's share of each Contingent Compensation Matter shall equal the amount that would be distributable to the Member if the Firm collected the Proportionate Fee from such matter on the date of withdrawal. The Proportionate Fee shall be the total amount of the Contingent Compensation Matter that is ultimately collected by the Firm multiplied by a fraction the numerator of which is (i) the number of hours invested in such case by Firm Members and employees prior to the date of withdrawal multiplied by the standard hourly rate of such Members and employees, plus (ii) unreimbursed costs and expenses advanced by the Firm with respect to such Contingent Compensation Matter prior to the date of withdrawal; and the denominator of which is (i) the total number of hours invested in such case by Firm Members and employees multiplied by the standard hourly rate of such Members and employees, plus (ii) the total unreimbursed costs and expenses advanced by the Firm with respect to such case.

2. Offsets.

(a) Amounts otherwise distributable to a withdrawn Member pursuant to paragraph 1 above shall be reduced by any amounts the withdrawn Member owes to the Firm, and the amount, if any, that (i) the amounts distributed to the Member in the year of withdrawal plus any Non-shared Expenses of such Member in the year of withdrawal exceed (ii) that Member's pro rata share (based on the Member's Participation Percentage) of Net Cash Flow for year of withdrawal. The Members also acknowledge and agree that the amount set forth in paragraph 1(d) may be a negative number.

(b) The reductions pursuant to this paragraph 2 shall first be use to reduce amounts distributable under paragraph 1(a), then 1(b), then 1(c), 1(d), and then 1(e), and then 1(f) in that order. If the reductions pursuant to this paragraph 2 exceed the amount otherwise distributable to the withdrawn Member, then the withdrawn Member shall contribute the amount of such excess to the Firm within 120 days after the date of withdrawal.

3. Time of Payment. Amounts set forth in Subparagraphs 1(a), 1(b), and 1(c) above shall be paid to the withdrawing Member on or before the 15th day of the month following the effective date of the withdrawal. Amounts set forth in Subparagraph 1(d) above shall be paid within ninety (90) days after the effective date of the withdrawal. Amounts set forth in Subparagraph 1(e) and 1(f) above shall be paid on or before the 15th day of the month following the month in which the Firm receives the payment on which the distribution is based.

4. Tax Treatment of Payments. Payments, other than payments under paragraph 1(d), shall be treated as payments described in Section 736(a) of the Code. All payments shall be reported on a Form K-1 in the year such payments are made.

5. Withdrawal Terminates Ownership. Notwithstanding that the balance of the purchase price is due and payable to the withdrawn Member, the continuing interest of the withdrawn Member after the closing shall be solely that of a creditor. The withdrawn Member shall not have any continuing ownership interest in the Firm or any say or right in management, and agrees to execute such documents, instruments and papers as shall reasonably be required by the attorneys for the Firm to reflect that the withdrawn Member has severed all relationship and connection with the Firm save as a creditor.

6. Contingent Compensation Matters. If following an Event of Withdrawal one or more of the Firm's Contingent Compensation Matters is transferred or continued by the withdrawing Member or a firm in which the withdrawing Member has any economic interest, then on collection of any fee attributable to such case, the withdrawing Member shall immediately pay over to the Firm the Firm's Share of such fee. For these purposes, the Firm' Share shall be equal to:

(1) the total amount of the contingent fee that is ultimately collected attributable to the case multiplied by a fraction the numerator of which is (i) the number of hours invested in such case by Firm Members and employees prior to the date of withdrawal

multiplied by the standard hourly rate of such Members and employees, plus (ii) unreimbursed costs and expenses advanced by the Firm with respect to such matter prior to the date of withdrawal; and the denominator of which is (i) the total number of hours invested in such case by all Members and employees of all firms multiplied by the standard hourly rate of such individuals, plus (ii) the total unreimbursed costs and expenses advanced by both firms with respect to such case; minus

(2) the amount that would be distributable to the withdrawn Member if the Firm had collected the Firm's Share of the fee from such case on the date of withdrawal.

# **EXHIBIT B**

**NOTICE OF REQUEST FOR PROPOSALS  
FOR  
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT  
REQUEST FOR PROPOSAL (RFP) NO. 15016  
CITY AND COUNTY OF HONOLULU**

SEALED PROPOSALS will be accepted up to 4:00 p.m., HST on February 23, 2007, in the Office of the Division of Purchasing, Department of Budget and Fiscal Services, 530 South King Street, Room 115, City Hall, Honolulu, Hawaii, 96813, for the provision of project management support services for the Preliminary Engineering/Environmental Impact Statement (PE/EIS) phase of the Honolulu High-Capacity Transit Corridor Project.

Form of proposal may be obtained from said Division of Purchasing upon application for Proposal No. 15016.



Director, Department of Budget and Fiscal Services  
By Order of Mufi Hannemann, Mayor  
City and County of Honolulu

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# TABLE OF CONTENTS

<b>1.0</b>	<b>Instructions to Offerors</b> .....	1-1
1.1	Definitions and Inquiries.....	1-1
1.2	Request for Proposals .....	1-4
1.3	Preparation of Proposals .....	1-6
1.4	Submittal of Proposals .....	1-7
1.5	Indemnification.....	1-8
1.6	Proposal Selection Process .....	1-8
1.7	Selection and Award of Contract.....	1-12
1.8	Execution of Contract and Commencement of Work.....	1-14
1.9	Protests of Solicitation and Awards.....	1-14
<b>2.0</b>	<b>Project Information</b> .....	2-1
2.1	Purpose of the RFP.....	2-1
2.2	Project Description and General Information.....	2-1
2.3	Scope of Services.....	2-1
2.4	Duration .....	2-1
2.5	City Responsibilities .....	2-2
2.6	Payments.....	2-2
<b>3.0</b>	<b>Scope of Services</b> .....	3-1
3.1	Definition of Services.....	3-1
3.2	Description of Services .....	3-2

<b>4.0</b>	<b>Proposal Content</b> .....	4-1
4.1	Proposal Form.....	4-1
4.2	Offeror Information .....	4-1
4.3	Information Related to Evaluation Criteria.....	4-1
4.4	Certifications.....	4-2
4.5	Proposal Assumptions.....	4-2
<b>5.0</b>	<b>Special Provisions</b> .....	5-1
5.1	Payment.....	5-1
5.2	Equipment.....	5-2
5.3	Insurance.....	5-2

**APPENDICES**

Appendix A	General Terms and Conditions for Contracts for Goods and Services for the City and County of Honolulu .....	APP A-1
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**EXHIBITS**

Exhibit 1	Proposal Form.....	EXH 1-1
Exhibit 2	Proposer’s Conditions, Exceptions, Reservations or Understandings.....	EXH 2-1
Exhibit 3	Information Requested of Partnerships and Corporations .....	EXH 3-1
Exhibit 4	Reference Form for Key Personnel.....	EXH 4-1
Exhibit 5	Cost Proposal Forms and Instructions .....	EXH 5-1
Exhibit 5A	Cost Proposal Summary Form.....	EXH 5A-1
Exhibit 5B	Labor, Overhead, and Fixed Fee Proposal Form .....	EXH 5B-1
Exhibit 5C	Additional Allowance for Reimbursable Expenses .....	EXH 5C-1
Exhibit 6	Availability of Key Personnel to the Honolulu Project Office .....	EXH 6-1
Exhibit 7	Certificate of Current Cost or Pricing Data .....	EXH 7-1
Exhibit 8	Affidavit of Non-Collusion.....	EXH 8-1
Exhibit 9	Certification Regarding Conflict of Interest .....	EXH 9-1

## 1.0 Instructions to Offerors

### 1.1. Definitions and Inquiries

#### 1.1.1. Definitions.

- a. "Amendment" to Request for Proposal means changes in the Request for Proposal (RFP) by written addendum, or a contract modification.
- b. "Best and Final Offer" or "BAFO" means the proposal requested of each priority-listed Offeror in the competitive range at the conclusion of discussions with those Offerors.
- c. "BFS Director" means the Director, Department of Budget and Fiscal Services.
- d. "CFR" means the Code of Federal Regulations, a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government.
- e. "City" or "CITY" means the City and County of Honolulu.
- f. "Clarification" means a communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in a proposal.
- g. "Discussion" means any oral or written communication between the City and an Offeror (other than communication conducted for the purpose of minor clarification), to (1) promote understanding of the City's requirements and priority-listed offerors' proposals; and (2) facilitate arriving at a contract that will provide the best value to the City, taking into consideration the evaluation factors set forth in the request for proposals.
- h. "DTS" means the Department of Transportation Services, City and County of Honolulu.
- i. "Established due date" means either (1) the time and date announced for receipt of proposals, or (2) receipt of modifications to proposals, if any, or (3) if discussions have begun, it is the time and date by which Best and Final Offers must be submitted, provided that only priority-listed Offerors may submit Best and Final Offers.
- j. "FTA" means the Federal Transit Administration, United States Department of Transportation. The Federal Transit Administration is the current designation for the former Urban Mass Transportation Administration. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass

Transportation Administration or its acronym UMTA is deemed a reference to the Federal Transit Administration.

- k. "General Terms and Conditions" means the General Terms and Conditions for Competitive Sealed Proposals for Goods and Services for the City and County of Honolulu, which are attached hereto and made a part hereof.
- l. "HST" means Hawaii Standard Time.
- m. "Instructions to Offerors," "Scope of Work," "Special Provisions" mean the information or the terms and conditions pertaining to the specific solicitation in which they are contained. Should any instruction or special provision be inconsistent with the General Terms and Conditions, said Instructions to Offerors, Scope of Work, or Special Provisions shall govern.
- n. "Offer" means proposal.
- o. "Offeror" means a business or a person submitting a proposal in response to an RFP.
- p. "Officer-in-Charge" means the Director of the Department of Transportation Services (DTS Director) or the DTS Director's designee.
- q. "PMSC" means Project Management Services Consultant.
- r. "Proposal" means the executed document submitted by an Offeror in response to a Request for Proposal.
- s. "Proposal due date" means the time and date deadline for receipt of proposals, or Best and Final Offers, by the priority-listed Offerors.
- t. "Request for Proposal" or "RFP" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals under the competitive sealed proposal source of selection method.
- u. "Responsible Offeror" means an Offeror who has the capability, in all respects, to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance.
- v. "Responsive Offeror" means an Offeror who has submitted an offer which conforms, in all material respects, to the RFP.
- w. "Solicitation" means an RFP issued for the purpose of soliciting proposals to perform a City contract.
- x. "State" means the State of Hawaii.

- y. "Successful Offeror" means the Responsive and Responsible Offeror whose Proposal is determined to be the most advantageous to the City, taking into consideration cost and the evaluation factors set out in the RFP and is accepted by the City.
  - z. "USC" means the United States Code.
- 1.1.2. Inquiries.
- a. Prospective Offerors may request clarification or interpretation of any aspect of, or an exception from any requirement of, the RFP. Inquiries must be submitted be in writing and addressed to:
    - Regarding administrative procedures:  
Purchasing Administrator  
City and County of Honolulu  
530 South King Street  
Honolulu, Hawaii 96813  
Facsimile No. (808) 523-4847
    - Regarding technical specifications:  
Director  
Department of Transportation Services  
City and County of Honolulu  
650 South King Street, 3<sup>rd</sup> Floor  
Honolulu, Hawaii 96813  
Attention: Kenneth Hamayasu  
Facsimile No. (808) 527-6987
  - b. It is the sender's responsibility to ensure receipt of all inquiries by the Purchasing Administrator or the DTS Director.
  - c. Deadline for inquiries: Inquiries shall be submitted no later than February 6, 2007, unless the BFS Director or the Officer-in-Charge determines that it is in the best interest of the City to accept any inquiry submitted after the deadline.
  - d. Correspondence related to this solicitation must refer to the appropriate RFP number, page number, and paragraph number. However, the requestor must not place the RFP number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due date.
  - e. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment will be binding. The City will not respond to oral requests.

- f. The City will issue responses to all inquiries, and any other corrections or amendments it deems necessary, in written addenda issued prior to the proposal submission deadline. Interpretations of this RFP, additional background material, or modifications to its requirements, where necessary, shall be communicated to all Offerors by written addendum issued by the City. That addendum shall be incorporated as part of the RFP. Offerors should not rely on representations, statements, or explanations other than those made in this RFP or in formal written addenda. It is the Offeror's responsibility to assure receipt of all addenda.
- g. Offerors may not contact City employees of the City's agents concerning this RFP while the proposal evaluation process is in progress.

**1.2. Request for Proposals**

1.2.1 Procurement timetable. The following timetable has been established for this solicitation:

- Issue Request for Proposal ..... January 24, 2007
- Deadline for receipt of inquiries or clarification ..... February 6, 2007
- Deadline for receipt of proposals ..... 4:00 p.m. HST, February 23, 2007

1.2.2 Amendment to RFP. The BFS Director may make amendments to the RFP, by addenda, prior to the established due date. Addenda will reference the portions of the RFP it amends and will detail the amendments. Addenda will be sent only to prospective Offerors known to have received an RFP from the BFS Director. After the proposal due date, addenda will be issued only to Offerors who have submitted proposals.

1.2.3 Modification or withdrawal of proposals. Offerors may modify or withdraw their proposals prior to the established due date. This provision for modification and withdrawal of proposals may not be utilized by an Offeror as a means to submit a late proposal and will not alter the City's right to reject a proposal.

- a. Modification of proposals. A modification of a proposal already received by the City will be accepted only if the modification is received prior to the established due date. All modifications will be made in writing and executed and submitted in the same form and manner as the original proposal.
- b. Withdrawal of proposals. An Offeror may withdraw a proposal already received by the City prior to the established due date by submitting a written request for withdrawal which has been executed by the Offeror's authorized representative to the Purchasing Administrator. The withdrawal of a proposal does not prejudice the right of an Offeror to

submit another proposal prior to the proposal due date. After that deadline, a proposal may be withdrawn only if the City fails to award the Contract within the proposal validity period prescribed in Section 1.2.6, below, or any agreed-upon extension thereof.

1.2.4 Opening of proposals. Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, discussion, and selection process. Only members of the Evaluation Committee and other City officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period.

1.2.5 Public inspection. After execution of a contract by the City, the contract file, except those portions of the proposal for which an Offeror has clearly and specifically identified as proprietary information, trade secrets or confidential commercial and financial information shall be open to public inspection. The contract file will include, but not be limited to:

- a. The register of proposals that were received;
- b. A listing of all potential Offerors to whom the RFP was distributed;
- c. The name of the Successful Offeror and the dollar amount of offer;
- d. The basis on which the award was made;
- e. A copy of the RFP;
- f. A copy of the Successful Offeror's proposal;
- g. A copy of the unsuccessful Offerors' proposals; and
- h. A copy of the executed contract resulting from the RFP.

1.2.6 Offer acceptance period. The City requires that an offer, in response to the solicitation, be valid and irrevocable for **one hundred twenty (120) calendar days**.

1.2.7 Extension of time for acceptance of offer. The Officer-in-Charge may request Offerors to extend the time in which the City may accept an offer. The reasons for requesting such extensions will be documented.

1.2.8 Acceptance/rejection of proposals. The City reserves the right to reject any or all proposals, to undertake discussions with one or more Offerors, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to the City, price and other evaluation factors considered. The City reserves the right to consider any specific proposal which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. The City also reserves the right to waive any defects in any proposal.

1.2.9 Multiple or alternate proposals. Multiple or alternate proposals shall not be accepted. An Offeror will be considered to have submitted more than one proposal if an Offeror submits more than one proposal under the following conditions:

- a. In the same name;
- b. By an agent of an Offeror;
- c. By a partnership or a joint venture of which an Offeror is a member, in which an Offeror holds more than twenty-five per cent interest in an Offeror's name or in the name of others for an Offeror, in any manner;
- d. By a corporation in which an Offeror owns more than twenty-five percent of the share of stock in the Offeror's name or in the name of others, for an Offeror, in any manner; or
- e. By any combination of the entities described in Subsections c and d, above, in which an Offeror holds a total of more than a twenty-five percent combined interest in an Offeror's name or in the name of others for an Offeror, in any manner.

1.2.10 Conditioning proposals upon other awards is not acceptable. Any offer which is conditioned upon receiving award of both the particular contract being solicited and another contract shall be deemed nonresponsive and not acceptable.

If circumstances become known to the City by which the City may reasonably conclude that two or more Offerors are in collusion to restrict competition or have otherwise engaged in anti-competitive practices pertaining to this RFP, the proposals submitted by each such Offeror shall be rejected and each such Offeror may be barred from submitting proposals in response to subsequent requests for proposal or receiving any award of a subsequent contract with the City. All Offerors are required to submit the Affidavit of Non-Collusion in Exhibit 8.

1.2.11 Certificate of current cost or pricing data. Offerors shall submit with their proposals certification that the price information shown on the forms in Exhibit 5 is valid for the duration specified in Section 1.2.6, Offer Acceptance Period.

1.2.12 Sexual harassment policy: The selected Offeror must comply with the sexual harassment policy set forth in the General Terms and Conditions (Appendix A).

### **1.3. Preparation of Proposals**

1.3.1 Preparation of proposals. Each proposal will be signed in ink by a person authorized to act for the Offeror. Evidence, sufficient to satisfy the BFS Director of the signer's authority to act on behalf of the Offeror, shall be submitted with the proposal.

1.3.2 Errors and erasures. Errors must be crossed out and corrected in ink, and initialed in ink by the authorized representative(s) officially submitting the proposal. Erasures must be also be initialed in ink by the authorized representative(s) officially submitting the proposal.

1.3.3 Responsibility. It is the responsibility of all Offerors to examine the entire RFP package, to seek clarification of any requirement that may not be clear, and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after the proposal due date.

1.3.4 Confidentiality. Access to government records is governed by the Uniform Information Practices Act, Chapter 92F, Hawaii Revised Statutes (UIPA). Except as otherwise required by the UIPA, no proposals and other information in written, auditory, visual, electronic, or other physical form submitted by Offerors in response to this RFP, or any memoranda resulting from interviews, meetings, or discussions with Offerors or any evaluations thereof, will be opened to public inspection until after the award and execution of the Contract or cancellation of the RFP.

The UIPA authorizes the City to exempt from disclosure proprietary information, trade secrets, and confidential commercial and financial information. Any such proprietary information, trade secrets or confidential commercial and financial information that an Offeror believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information shall not be permitted and shall be invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Public inspections. After the award and execution of the contract or cancellation of the procurement, all proposals, memoranda and evaluations will be made available for public inspection, except those portions of the proposals, other information, memoranda and evaluations which should be exempted from disclosure in accordance with the UIPA.

#### **1.4. Submittal of Proposals**

1.4.1 One (1) original and six (6) copies shall be submitted. The original shall be marked as such and shall include all of the required signatures. The proposal must be addressed and delivered to:

Division of Purchasing  
Department of Budget and Fiscal Services  
City and County of Honolulu  
530 South King Street, Room 115  
Honolulu, Hawaii, 96813  
RFP No. 15016

1.4.2 Offerors, or their authorized representatives, shall personally date-time stamp the envelope containing their proposals, at the Division of Purchasing of the City's Department of Budget and Fiscal Services, and will deposit the proposal at the designated location. The outside of the envelope must indicate the RFP number. It is the responsibility of the Offeror to ensure that the proposal is received in the Division of Purchasing on or before the deadline for receipt of proposals. Proposals in sealed envelopes without such date-time stamp or with date-time stamp after the deadline for receipt of proposals, will be rejected.

1.4.3 The DTS may contact references listed on the Proposal Form (Exhibit 1) and the Reference Forms for Key Personnel (Exhibit 4). Submission of a proposal shall constitute permission for the DTS to make inquiries and grant authorization to third parties to respond thereto.

## **1.5. Indemnification**

1.5.1 Neither the transmission of this RFP to a prospective Offeror nor receipt of a proposal shall imply any obligation on the part of the City. There will be no obligation to pay for any proposal preparation work, pre-engineering or planning work, or obligation to enter into a contract or agreement. At any time and from time to time after the receipt by the City of a response to this RFP, the City may make an oral or written request to any Offeror to furnish additional information relating to its proposal or to meet with designated representatives of the City. Neither the furnishing of this RFP to any Prospective Offeror; the submission of any materials, documents, or other information by any Offeror; nor the acceptance thereof by the City; nor any correspondence, discussions, meetings, or other communications between any Offeror and the City; nor anything stated by the DTS in or at any such correspondence, discussions, meetings, or other communications; shall impose any obligations whatsoever on the City.

1.5.2 No Prospective Offeror shall seek to hold the City or the State, nor any officer, agent, or employee thereof personally liable for any matters relating to this RFP or any actions or omissions under any terms or conditions of this RFP or any statements made herein.

## **1.6. Proposal Selection Process**

1.6.1 Determination of Responsive Offerors. After opening, proposals will be reviewed to determine if an Offeror is responsive. An Offeror will be deemed to be a Responsive Offeror if the Offeror's proposal contains all material aspects of the RFP. Only proposals submitted by Responsive Offerors will be further evaluated.

1.6.2 Initial determination of Responsible Offerors. Responsive Offerors will be evaluated to determine if an Offeror is Responsible. An Offeror will be deemed to be a Responsible Offeror if the Offeror submits sufficient evidence of the following:

- a. Human resources adequate to perform the contract, or the ability to obtain them;
- b. The necessary organization, management skills, and personnel experience and technical skills, or the ability to obtain them; and
- c. Compliance with applicable licensing and tax laws and regulations.

1.6.3 Determination of the Competitive Range and Priority-Listed Offerors. All responsive proposals from Responsible Offerors will be evaluated under the criteria of Section 1.6.6, Evaluation Criteria.

- a. The following are the minimum requirements that must be met for a proposal to be considered for the competitive range. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal that the Evaluation Committee finds not to meet these requirements, and cannot be made to meet these requirements, may be determined by the Evaluation Committee to not be considered for the competitive range. The requirements are as follows:
  - i. The Evaluation Committee finds it is reasonable that said proposal can be modified to meet said requirements. Final determination of responsibility will be made with final evaluations.
  - ii. The Offeror has followed the instructions of the RFP and included sufficient detail information, such that the proposal can be evaluated. Any deficiencies in this regard will be determined by the Evaluation Committee to be either a defect that the Evaluation Committee will waive or that the proposal can be sufficiently modified to meet these requirements.
  - iii. The proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.
- b. The Evaluation Committee may rank the proposals within the competitive range and limit the priority list to at least three Responsible Offerors who submitted the highest-ranked proposals. Those Responsible Offerors who are selected for the priority list are referred to as the "Priority-Listed Offerors." If the priority list is not limited, then all proposals within the competitive range will be considered to be selected for the priority list.

1.6.4 Use and possession of proposal. The City reserves the right to use any or all ideas presented in the proposal. Selection or rejection of the proposal does not affect this right. All submitted materials that have not been clearly designated as proprietary, become the property of the City and can be returned only at the City's discretion. Proposals and qualifications shall become the property of the City and may be reviewed and consulted by any persons deemed appropriate by the City.

1.6.5 Acceptance of Proposal. Any Offeror submitting a proposal, by placing of such a proposal, thereby automatically agrees to each and all of the terms, conditions, provisions, and requirements set forth and contemplated in the RFP.

1.6.6 Evaluation criteria. All proposals will be evaluated uniformly for the final selection, which will be based on the following:

Experience/qualifications of key staff.....	30 points
Availability of key staff in Honolulu.....	20 points
Range of staff services to be provided .....	20 points
Consultant organization/management plan .....	20 points
Cost.....	10 points
<b>Total.....</b>	<b>100 points</b>

1.6.7 Discussions with Offerors. After the initial receipt and evaluation of proposals, discussions may be conducted with Offerors. However, a proposal may be selected without such discussion. Discussions will be limited to "Priority-Listed Offerors" only. Priority-Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Addenda to the RFP will be distributed only to the Priority-Listed Offerors.

1.6.8 Best and Final Offers (BAFO). The City, at its option, may request Best and Final Offers from the Priority-Listed Offerors. The Officer-in-Charge may establish a date and time for Priority-Listed Offerors to submit their BAFOs.

- a. BAFOs shall be submitted only once unless the Officer-in-Charge determines, in writing, that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of BAFOs; otherwise, no discussion of, or changes to, the BAFOs shall be allowed prior to award.
- b. Priority-Listed Offerors will be informed that if they do not submit a notice of withdrawal or another BAFO, their immediate previous offer will be construed as their BAFO.
- c. After BAFOs are received, final evaluations will be conducted for an award pursuant to Section 1.7, Selection and Award of Contract.

1.6.9 Mistakes in proposals: Proposals may be modified or withdrawn as provided in Section 1.2.3. Mistakes will not be corrected after award of contract.

- a. Mistakes discovered before award of the Contract will be handled in the following manner:
  - i. If the Offeror alleges a mistake in the proposal, the proposal may be corrected or withdrawn pursuant to this subsection.
  - ii. Once discussions are commenced or after BAFOs are requested, any Offeror within the competitive range may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of BAFOs.
  - iii. If discussions are not held, or if BAFOs upon which an award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.
  - iv. If discussions are not held, or if BAFOs upon which an award will be made have been received, an Offeror alleging a material mistake of fact may be permitted to withdraw the proposal if:
    - a) The mistake is clearly evident on the face of the proposal but the intended correct offer is not; or
    - b) The Offeror submits evidence that clearly and convincingly demonstrates that a mistake was made.
  - v. Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity.
- b. If discussions are not held or if BAFO upon which award will be made have been received, the BFS Director may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the City.

**1.7. Selection and Award of Contract.**

1.7.1. The award will be made to the Responsive and Responsible Offeror whose Proposal is determined, in writing, to be the most advantageous to the City, taking into consideration cost and the evaluation factors set out in the RFP. Other factors and criteria may not be used in the evaluation. Notice of award shall not be construed to be authorization to proceed with the performance of services. Any services performed by the Successful Offeror prior to the date indicated in the Notice to Proceed from the Officer-in-Charge, shall be at the Successful Offeror's own risk.

1.7.2. Requirements for award:

a. In accordance with §3-122-112, Hawaii Administrative Rules, the Successful Offeror shall produce documents, as specified below, to the City Purchasing Division at the time of award of the contract to demonstrate compliance with this section.

i HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

Pursuant to §103D-328, Hawaii Revised Statutes (HRS) as amended, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the City Purchasing Division.

The tax clearance certificate is obtained by filing the DOTAX Form A-6 (Rev. 2005), TAX CLEARANCE APPLICATION, which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information)  
<http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the DOTAX, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the tax clearance is the responsibility of the Successful Offeror, and must be submitted directly to the DOTAX or IRS and not to the City Purchasing Division.

The Successful Offeror must obtain and provide the tax clearance within twenty-one (21) calendar days of the City's request, unless otherwise specified in the RFP, or otherwise authorized by the City Purchasing Administrator. Failure to obtain the tax clearance within the specified time shall result in rejection of the proposal and the City may award the contract to another Offeror.

- ii HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, Successful Offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The Certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the City Purchasing Division. The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at [http://hawaii.gov/labor/forms/LIR27\\_11-29-04.pdf](http://hawaii.gov/labor/forms/LIR27_11-29-04.pdf) or at the neighbor island DLIR District Offices. The DLIR will return the form to the Successful Offeror who in turn shall submit it to the City Purchasing Division. The application for the certificate is the responsibility of the Successful Offeror, and must be submitted directly to the DLIR and not to the City Purchasing Division.

- iii Business registration requirements. To obtain a *CERTIFICATE OF GOOD STANDING* go online to <http://hawaii.gov/dcca/areas/breg/online/> and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "Certificate of Good Standing" is valid for six months from date of issue and must be valid on the date it is received by the City Purchasing Division. Offerors are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG).
  - a) Hawaii Business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Offeror shall submit a *CERTIFICATE OF*

*GOOD STANDING* issued by the BREG. A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

- b) Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Successful Offeror shall submit a *CERTIFICATE OF GOOD STANDING*.

## **1.8. Execution of Contract and Commencement of Work**

1.8.1. Execution of contract: Upon award of a Contract, the Successful Offeror shall cause the contract to be executed.

- a. If a contract is awarded, the successful bidder shall execute the contract as follows: In the case of a domestic corporation, the title or titles of the person or persons signing must be stated and the corporate seal affixed thereto. In the case of a foreign corporation, if the corporate seal is not readily available, a copy of a resolution of the Board of Directors of such corporation, or other written evidence of authority signed by an officer of the corporation, authorizing the person or persons signing to execute bids, contracts and all other necessary documents in connection therewith shall be attached. Where the bidder is an association or group, the title or titles of the person or persons signing must be stated and an affidavit of the association or group must be attached which acknowledges the authority of the signer or signers to sign bids, contracts and all other necessary documents in connection therewith for the association or group.
- b. The signed contract, evidence of insurance coverages, along with the required certificates as specified in Section 1.7.2 shall be submitted to the City Purchasing Division.

1.8.2. Commencement of work: Work will not commence until a Contract has been executed, availability of funds certified by the BFS Director, and the Officer-in-Charge has issued a written “Notice to Proceed”.

## **1.9. Protests of Solicitation and Awards**

Protests will be made in accordance with Hawaii Revised Statutes Section 103D and the related Hawaii Administrative Rules (HAR).

## **2.0 Project Information**

### **2.1 Purpose of the RFP**

The City and County of Honolulu (City) is seeking a Project Management Support Consultant (PMSC) to provide project management support services, including quality assurance/quality control oversight, and technical expertise for the Preliminary Engineering/Environmental Impact Statement (PE/EIS) phase of the Honolulu High-Capacity Transit Corridor Project (HHCTCP).

### **2.2 Project Description and General Information**

The purpose of the HHCTCP is to provide improved mobility for persons traveling in the highlight congested east-west transportation corridor between Kapolei and the University of Hawaii at Mānoa. An Alternatives Analysis was completed in October 2006. On December 22, 2006, the Honolulu City Council selected the Fixed Guideway Alternative as the Locally Preferred Alternative (LPA). The City intends to seek New Starts funding from the Federal Transit Administration (FTA) and must comply the statutory, regulatory, and administrative requirements for New Starts projects.

Additional information on the HHCTCP may be found at: <http://honolulutransit.org/>

### **2.3 Scope of Services**

The PMSC will be responsible to provide in-house support services to the City's Department of Transportation Services (DTS), or other organizational entity approved by FTA. DTS is currently determining staff resources for the PE/EIS phase and intends to commence recruitment in 2007. It is DTS' intent that PMSC administrative/clerical support be replaced by City staff, as positions are filled. It is also DTS' intent that key PMSC personnel will pass on their technical expertise to City staff and overall PMSC technical services will taper off towards the end of the PE/EIS phase.

PMSC services will consist of professional, technical, managerial, and ancillary support to initiate and complete the PE/EIS phase of project development. The PMSC will be responsible to furnish its personnel with the necessary computer support equipment. DTS currently uses the Microsoft Windows XP Professional platform with Microsoft Office 2003.

### **2.4 Duration**

The PMSC work is expected to be 30 months. Upon mutual agreement by both parties, the Contract may be extended. During the extension period, all terms and conditions of the Contract will remain in effect except those amended for the extension period and additional cost.

**2.5. City Responsibilities**

The City will provide office space, office furniture, general office equipment and supplies.

**2.6. Payments**

The PMSC will be paid on a monthly basis for approved services provided under the Contract. An allowance for reimbursable expenses will be established in the Contract for other direct costs specifically approved by the City.

### **3.0 Scope of Services**

#### **3.1. Definition of Services**

3.1.1. The PMSC shall provide in-house project management services and shall function as an extension of the CITY's staff. Such services shall include, without limitation, professional, technical, managerial and other support services to initiate and complete the PE/EIS phase of the HHCTCP (the Project) in accordance with FTA's statutory, regulatory, and administrative requirements for New Starts projects.

3.1.2. The PMSC shall provide the professional personnel identified in Exhibit 5B for services under the Contract. The CITY shall have the right to demand removal from the Project, for any reasonable cause, of any personnel furnished by the PMSC. The CITY reserves the right to approve replacement personnel and the timing of the replacement.

- a. The PMSC shall, with the approval of the CITY, designate in writing a PMSC Project Manager, who shall be assigned on a full-time basis and be responsible to the City's Project Manager. The PMSC's representative shall be experienced and qualified in the type of work involved and shall be directly responsible for the prosecution of the work under this Contract. Any change in the PMSC Project Manager shall be made with the approval of the CITY
- b. With the PMSC Project Manager's concurrence, the PMSC's personnel may be assigned directly to CITY managers and staff to perform their assigned duties under CITY staff supervision.

3.1.3. The PMSC shall be solely responsible for payment of all its employees' wages and benefits, and all applicable payroll taxes. The Contractor shall hold the CITY harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

3.1.4. The PMSC shall furnish its staff with computer equipment and software necessary to perform the work.

3.1.5. The PMSC shall furnish an Internet service provider (ISP) line, which shall be external to the City's ISP line.

### **3.2. Description of Services**

The following tasks shall be performed by the PMSC under the Contract:

#### **3.2.1. General Project Management.**

- a. Develop policy and procedure manuals for implementation during the Project, including quality control/quality assurance plan(s) and a document control/configuration management plan.
- b. Prepare submittals to the annual FTA 5309 New Starts Reports and other documents required for technical administration compliance.
- c. Coordinate with City, State, and Federal agencies, and transit operations personnel, as requested and required, to provide a management and coordination interface.
- d. Prepare progress reports and informational briefs to the City Council, FTA and other agencies.
- e. Assist the CITY in monitoring participation by Disadvantaged Business Enterprises during the Project.
- f. Participate and support the CITY's interface with the FTA's Project Management Oversight Contractor, if assigned by the FTA, and other activities as required.
- g. Assist in developing cost estimates for preparing the operating and capital improvement budgets for the HHCTCP.
- h. Provide general office support.
- i. Perform other related duties as required.

#### **3.2.2. General Project Control. The PMSC shall develop, implement, and maintain a comprehensive project control system designed to provide timely and accurate schedules, progress, and cost information for the Project.**

- a. Perform master scheduling for the Project. The master schedule shall incorporate and detail the schedule information for the PE and EIS components to insure the agreed upon milestone dates can be met.
- b. Assist the CITY in monitoring the Project's budget.
- c. Perform other related duties as required.

3.2.3. Procurement and Contracts Administration.

- a. Assist in procuring the PE/EIS consultant and other services, by preparing solicitation and contract documents in accordance with FTA Circular C4220.1E, Third-Party Contracting Requirements and Title 3, Subtitle 11, Chapter 122 of the Hawaii Administrative Rules, Source Selection and Contract Formation.
- b. Assist in procuring Project office equipment and supplies.
- c. Assist in conducting and documenting cost or price analysis associated with each procurement action, including contract modifications.
- d. Assist in managing the PE/EIS consultant's contract and other third-party contracts by tracking the status of the work products identified in each contract.
- e. Perform other related duties as required.

3.2.4. PE/EIS Oversight.

- a. Conduct technical review of the work products submitted by the PE/EIS consultant and other third-party consultants, and prepare written comments and recommendations.
- b. Participate in the coordination of early engineering design activities, including, but not limited to, utility requirements, right-of-way requirements, geotechnical information, base mapping, and constructability reviews, studies, and analyses.
- c. Assist in coordinating and managing value engineering activities.
- d. Assist in coordinating review of proposed transit-oriented development and FTA joint-development projects.
- e. Attend agency coordination meetings.
- f. Attend public meetings and hearings, and participate, as required, in the Project's public information program.
- g. Assist in responding to comments and requests for information.
- h. Perform other related duties as required.

3.2.5. Pre-Final Design Activities

- a. Update the PE/EIS Project Management Plan for the Final Design phase.
- b. Prepare a Real Estate and Acquisition Plan in accordance with FTA requirements.
- c. Prepare a Fleet Management Plan in accordance with FTA requirements.
- d. Assist in preparing the application to enter Final Design, which will be submitted to FTA.
- e. Assist in developing an early action program to perform long lead or critical path activities.
- f. Participate in discussions with utility owners leading towards master utility agreements.
- g. Perform other related duties as required.

3.2.6. Specialized On-Call Services

- a. Provide assistance with special tasks or services, as necessary and authorized by the CITY.

## **4.0 Proposal Content**

The Offeror's proposal should be organized in the order below to facilitate evaluations.

### **4.1. Proposal Form**

- Completed and properly executed Proposal Form (Exhibit 1)
- Proposer's conditions, exceptions, reservations or understandings (Exhibit 2)

### **4.2. Offeror Information**

- Specific information if the Offeror is a partnership or corporation (Exhibit 3)
- Organizational chart
- Key personnel biographical data
- Promotional material such as photos and brochures or descriptive literature may be submitted, but are not required.

### **4.3. Information Related to Evaluation Criteria**

4.3.1. Experience/qualifications of key staff (30 points): Submit résumés of key personnel who be assigned on a full-time basis to the Project in Honolulu. The résumés should include work experience on FTA New Starts projects. Submit at least four references (Exhibit 4) for each of the key personnel proposed. At minimum, key personnel shall include a project manager, engineering (QA/QC) manager, purchasing/contracts manager, environmental planning manager, architect manager, project financing manager, and a public outreach manager.

4.3.2. Availability of key staff in Honolulu (20 points): Submit a mobilization plan for key personnel to the Project Office in Honolulu. The mobilization plan should support the information presented in Exhibit 6, Availability of Key Personnel to the Honolulu Project Office.

4.3.3. Range of staff services to be provided (20 points): Discuss the specific services to be provided by key personnel based in Honolulu, by the Offeror's Home Office staff, and by subcontractors. If the Offeror intends to enter into subcontractual agreements, describe the duration and extent of each subcontract.

4.3.4. Consultant organization/management plan (20 points): Submit an organization chart and management plan for the Offeror's staff based in Honolulu and organizational relationship with the Offeror's Home Office.

4.3.5. Cost (10 points): Submit completed Cost Proposal Forms provided in Exhibits 5A, 5B, and 5C. The Cost Proposal shall include any and all applicable taxes. A prospective Offeror should call the Department of Taxation of the State of Hawaii (DOTAX) at (800) 222-3229 for clarification of information on the State of Hawaii general excise tax and use tax (4.5%).

**4.4. Certifications**

The following certifications must be executed and submitted with the proposal:

- Certificate of Current Cost or Pricing Data (Exhibit 7);
- Affidavit of Non-Collusion (Exhibit 8); and
- Certification Regarding Conflict of Interest (Exhibit 9).

**4.5. Proposal Assumptions**

To insure uniformity among Offerors, the assumptions listed below must be incorporated into the Offeror's proposal.

**4.5.1. Schedule**

The key milestone date assumptions are for information only to provide Offerors a sense of when PMSC services will be required. The City makes no commitment to adhere to the milestone dates.

- PMSC Notice to Proceed..... March 2007  
(PMSC will initially work to procure services to conduct PE/EIS)
- FTA approve entry into PE..... July 2007
- PE/EIS Consultant Notice to Proceed..... July 2007
- Record of Decision ..... 2009

#### 4.5.2. Cost Proposal

##### a. Personnel.

- i Offerors should assume the PMSC will provide secretarial support to the key personnel and clerical support for the Project Office.
- ii Based on the assumed schedule in Section 4.5.1, above, Offerors should assume the availability for the personnel listed below. An asterisk (\*) indicates the minimum key personnel.
  - a) Project Manager\* - Part time prior to July 2007; full time from June 2007.
  - b) Engineering (QA/QC) Manager\* – Part time prior to July 2007; full time from July 2007.
  - c) Environmental Planning Manager\* – Part time prior to July 2007; full time from July 2007.
  - d) Purchasing/Contracts Manager\* – Full time from March 2007.
  - e) Project Financing Manager\* – Full time from March 2007.
  - f) Public Outreach Manager\* – Part time from May 2007; full time from July 2007.
  - g) Architect Manager\* – Full time from July 2007.
  - h) Land Use Manager – Full time from July 2007.
  - i) Scheduler – Full time from July 2007.
  - j) Document Control Clerk – Full time from January 2008.

b. Allowance for additional work. Exhibit 5A, Cost Proposal Summary Form, includes a one million dollar (\$1,000,000) allowance for additional work, including additional staffing needed to satisfy the requirements of an FTA-approved Project Management Plan.

c. Allowance for reimbursable expenses. Exhibit 5A, Cost Proposal Summary Form, includes a two hundred thousand dollar (\$200,000) allowance for reimbursable expenses for Project-related business travel, mileage, and computer-related hardware, software, and external internet service. Offerors must complete Exhibit 5C, Additional Allowance for Reimbursable Expenses, to identify additional reimbursable expense items not included above.

## 5.0 Special Provisions

### 5.1. Payment

5.1.1. The PMSC shall submit invoices to the CITY on a monthly basis for services rendered under the Contract in a format approved by the CITY.

- a. The invoices shall be substantiated with timesheets and approved travel and mileage reimbursement forms for PMSC employees, and invoices from PMSC sub-consultants and vendors.
- b. The monthly invoice shall be accompanied by:
  - i. A progress report describing the work accomplished during the invoice period;
  - ii. A critical path schedule for PE/EIS activities to be determined by the CITY; and
  - iii. A work plan for the following month, including work needed to address the critical path activities.

5.1.2. An allowance for extra work for ONE MILLION DOLLARS (\$1,000,000) is established for additional work, including additional staffing needed to satisfy the requirements of an FTA-approved Project Management Plan, and shall not be exceeded without a Contract amendment. Any funds remaining at the end of the Contract shall revert back to the CITY.

5.1.3. An allowance for reimbursable expenses shall not be exceeded without a Contract amendment; and that any funds remaining at the end of the Contract shall revert back to the CITY. The allowance for reimbursable expenses shall be the same amount as the "Total Allowance For Reimbursable Expenses" in Exhibit 5A, Cost Proposal Summary Form.

- a. Compensation for travel cost as a reimbursable expense shall be made as follows:
  - i. Airfare for travel approved by the CITY shall be for coach class seating.
  - ii. The per diem allowance for out-of-state travel approved by the CITY shall be set at the per diem allowance rate and terms under the collective bargaining agreement for CITY Unit 13 Professional and Scientific Employees, which is currently one hundred thirty dollars \$130.00 per twenty-four hour day. The \$130.00 allowance amount includes an \$85.00 allowance for commercial lodging. Reimbursement for excess lodging costs is allowable if such excess amounts are identified in the travel request approved by the CITY.

- b. Mileage reimbursement for PMSC personnel using their private vehicles to attend public meetings shall be reimbursed at the rate of forty-eight and one-half cents (\$0.485) for each mile traveled for business purposes.

## **5.2. Equipment**

Computer-related hardware and software purchased under the Contract shall revert back to the CITY at the end of the Contract.

## **5.3. Insurance**

5.3.1. The PMSC shall procure or cause to be procured and maintain (as provided herein), at no cost to the CITY, during the life of the Contract and any extensions thereof, all insurance to cover the operations under the Contract, that may be required under the laws, ordinances or regulations of any governmental authority, including but not limited to the coverages below. The PMSC shall either include all tiers of subcontractors, if any, under the policies required under subparagraphs 5.3.1.b through 5.3.1.d, to the extent permitted by law, or shall require all subcontractors to maintain coverages described in subparagraphs 5.3.1.a through 5.3.1.d.

- a. **Workers Compensation and Employers Liability Insurance.** The PMSC shall maintain workers compensation and employers liability insurance. Workers compensation coverage shall be in accordance with State statutes. Employers liability coverage shall provide limits of not less than \$100,000 each accident for bodily injury by accident or \$100,000 each employee, \$100,000 aggregate, for bodily injury by disease.
- b. **Commercial General and Umbrella Liability Insurance .** The PMSC shall maintain commercial general liability (CGL) and if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, and general aggregate. CGL insurance shall be written on ISO occurrence form, CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The CITY shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 (or equivalent), and under the commercial umbrella, if any. The policy(ies) shall contain a waiver of subrogation in favor of the CITY.
- c. **Business Automobile and Umbrella Liability Insurance .** The PMSC shall maintain business auto liability (including no-fault coverage) and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used by the PMSC in the performance of this contract. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20,

or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- d. Professional Liability Insurance . The PMSC shall maintain professional liability insurance with limits of not less than \$1,000,000 per claim/annual aggregate, covering the PMSC, the PMSC's employees or agents for liability arising out of errors, omissions, or negligence in the performance of services under the Contract.

5.3.2. The insurance specified above shall:

- a. Provide that such insurance is primary coverage with respect to all insureds for claims arising from the PMSC's negligent acts and/or omissions or misconduct; and that any insurance (or self-insurance) carried by the CITY shall be excess and non-contributing;
- b. Contain a standard Cross Liability endorsement providing that the insurance applies separately to each insured, applicable to policies specified in 5.3.1.b and 5.3.1.c above;
- c. Not be terminated, canceled, not renewed or substantially changed without THIRTY (30) DAYS prior written notice to the CITY, except for non-payment of premium;
- d. Except for Professional Liability insurance required in 5.3.1.d above, be written on an "Occurrence" form of policy, unless otherwise specifically approved by the CITY.
- e. Be provided by insurers authorized to do business in the State of Hawaii, and with a current Best's rating of not less than A-, or otherwise as approved by the CITY.

5.3.3. Certificate of insurance. The PMSC shall provide and thereafter maintain current and renewal certificates of insurance, prepared by a duly authorized agent, or if requested, copies of the policies, evidencing the insurance in effect at all times during the term of the Contract as required herein to the CITY. Certificates shall clearly identify the project by name and/or contract number, show the Certificate Holder as the City and County of Honolulu, and be delivered to the Director of Budget and Fiscal Services, 530 South King Street, Honolulu, Hawaii 96813.

**APPENDIX A General Terms and Conditions for Goods and Services for the City and County of Honolulu**

**GENERAL TERMS AND CONDITIONS  
FOR GOODS AND SERVICES  
FOR THE CITY AND COUNTY OF HONOLULU**

1. **DEFINITIONS.** Whenever used herein:
  - a. "**CITY**" means the City and County of Honolulu.
  - b. "**CHANGE ORDER**" means a written order signed by the Contracting Officer of the City directing the Contractor to make changes to the contract, without the consent of the Contractor.
  - c. "**CHIEF PROCUREMENT OFFICER**" means the Director of Budget and Fiscal Services of the City.
  - d. "**CONTRACT**" means the written agreement covering the specifications, scope of work, performance of the services or providing the goods required. The contract also includes the special provisions, and the general terms and conditions, any modifications of the contract in writing and written orders of the Director and Officer-in-Charge. It also includes any terms implied by law.
  - e. "**CONTRACT MODIFICATION**" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
  - f. "**CONTRACTOR**" means the person, as defined in Section 103-41, Hawaii Revised Statutes, duly entering into the contract with the City in connection with these General Terms and Conditions.
  - g. "**DAYS**" means calendar days unless otherwise specified.
  - h. "**DIRECTOR**" means the Director of Budget and Fiscal Services of the City, who has been duly authorized to act as the Contracting Officer of the City.
  - i. "**HAR**" refers to Hawaii Administrative Rules of the Procurement Policy Board of the State of Hawaii. Copies of the HAR are available for examination at the Purchasing Division and are available for purchase at the State of Hawaii, Department of Accounting and General Services.
  - j. "**OFFICER IN CHARGE**" means the Director(s) of the Department of the City requesting or ordering the goods or services specified under this contract.

- k. **"OFFICIAL COMMENCEMENT DATE"** means the commencement date for work or delivery designated in the written "Notice to Proceed" issued by the Officer in Charge, or the Director, after execution of the contract by the City. The term "OFFICIAL COMMENCEMENT DATE" applies to definite quantity goods or services contracts only, unless otherwise specified in the Special Provisions.
- l. **"PURCHASING DIVISION"** means the Division of Purchasing, Department of Budget and Fiscal Services of the City.
- m. **"SOLICITATION"** means an invitation for bids ("IFB"), used in the competitive sealed bidding process for the purpose of obtaining bids to perform a contract.
- n. **"STATE"** means State of Hawaii, unless otherwise specified.
- o. **"WORK"** means the furnishing by the Contractor of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

2. **GENERAL TERMS AND CONDITIONS INTENDED TO COVER.** These General Terms and Conditions are intended to cover the furnishing and paying for goods and services called for, including delivery to the places designated, unless otherwise specified by any proposals, special provisions, requirements, specifications or plans referenced or attached hereto.

3. **SPECIAL PROVISIONS, REQUIREMENTS OR SPECIFICATIONS.** Whenever separate proposals, special provisions, requirements, specifications or plans are referenced or attached hereto, they shall be considered a part of the contract as if contained herein. Should any of the proposals, special provisions, requirements, specifications or plans conflict with these General Terms and Conditions, said proposals, special provisions, requirements, specifications or plans shall govern.

4. **CONSTRUCTION OF CONTRACT.** The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural, whenever required in the context of the contract.

5. **INTERPRETATION OF BID PROPOSAL, SPECIAL PROVISIONS, REQUIREMENTS, PLANS, SPECIFICATIONS, AND GENERAL TERMS AND CONDITIONS.** In case of any doubt as to the meaning of any proposal, special provisions, requirements, specifications, plans, and general terms and conditions, the interpretation by the Director shall control. All directions and explanations required or necessary to complete the contract shall be formulated by the Director or an authorized representative.

6. **EXECUTION OF CONTRACT.** This contract shall not be considered binding upon the City until the contract has been fully and properly executed by all the parties thereto.

7. **DELIVERY.** This clause shall apply to definite quantity goods or services contracts only. The number of calendar days for delivery of goods or completion of contract will be calculated from the official commencement date.

After the contract is signed by the Director, the Officer in Charge or the Director will issue to the Contractor a written "Notice to Proceed" establishing the official commencement date.

Should the Contractor begin work or make delivery in advance of the official commencement date, such work or delivery shall be considered as having been done at the bidder's own risk and expense as a volunteer and no payment will be owed to the Contractor for such advance work or delivery.

The service, material or goods shall be performed, completed or delivered on or before the due date specified by the City in its "Notice to Proceed." Should job completion or delivery of goods or services be delayed on account of any act or omission on the part of the City, extraordinary weather, fire, other extraordinary reasons for which the Contractor is not responsible, or by any other circumstances for which the Contractor has not control, the due date for such performance may be extended by the Director. The Director shall be the final judge for extending the due date of any contract, provided that written application for an extension of time is filed by the Contractor with the Director before the expiration of the due date or before the expiration of any extended time limit. The request for extension shall be in writing and include documents such as Contractor's Purchase Order, manufacturers' acknowledgment, shipping manifest and any other documents substantiating the causes of such delay. Such extension, if granted, shall not be deemed a waiver of the right to terminate the contract for other or additional delays not covered by the specific terms of such extensions(s).

The Contractor shall deliver the materials or goods and furnish the services at such particular location designated and in the manner directed by the Director.

**8. CONTRACT ADMINISTRATION.** It is expressly understood and agreed that the Contractor is an independent Contractor, with the authority to control and direct the performance and details of the work and services herein contemplated; however, the City retains the general right of inspection by a designated representative in order to judge, whether in the City's opinion, such work is being performed by the Contractor in accordance with the terms of this agreement.

**9. COMPLIANCE WITH CONTRACT TERMS, ETC.** The work shall be completed in conformity with the specifications and each and every requirement of the general terms and conditions and other provisions forming a part of the contract. In the event the Contractor fails to so perform, the chief procurement officer, in addition to any other recourse, reserves the right to suspend the Contractor from bidding on any or all contracts of the City, State of Hawaii, or other counties of the State, pursuant to Chapter 3-126, HAR.

**10. TAXES.** Unless otherwise specified in the Special Provisions or other section of the solicitation document or contract, the bidder or Contractor shall include and be responsible for paying all taxes which shall be applicable to the goods or services or the furnishing or sale thereof.

11. **CHANGE ORDERS AND MODIFICATIONS.** The Contractor will not undertake to perform any portion of the contract work affected by changes until authorized by the Director or an authorized representative in writing or until a change order or modification has been approved and issued.

12. **STANDARD EQUIPMENT.** Whenever the word "standard" is used in these specifications to describe any item, piece of equipment, or parts assembly, it shall be construed to mean that the items or assemblies so described shall be the newest, regular, and current product of the manufacturer thereof. Such product shall be identified by a model or other designation without modification or omission of any of its usual parts, or the substitution of others, except as hereinafter specified, and the details, capacities and ratings must conform in every respect to the said manufacturer's catalog or other printed matter describing the items or assemblies. Standard sub-assemblies, accessories, fittings and finishes shall be construed to be those which are regularly furnished as a part of the principal unit or assembly and shall be included in the selling price thereof.

13. **QUALITY OF GOODS.** Unless otherwise specified, any goods required by the bid solicitation or contract shall be new and the best quality of its kind, and shall be goods of recognized manufacturers, unless otherwise specified in the Special Provisions, Specifications, or other section of the contract.

14. **INSURANCE REQUIREMENTS.** Whenever insurance coverages are required of the Contractor under this contract, the Contractor shall keep in force the insurance policy(s) for the duration of the contract period, unless otherwise specified. Failure to comply shall be regarded as material default under this contract, entitling the City to exercise any or all of the remedies provided in this contract for a default of the Contractor.

15. **INDEMNITY.** The Contractor shall indemnify, hold harmless and defend the City and its officers, employees, agents, and representatives from all suits, actions, claims, damages, and judgments of any character that may be brought against the City by whomsoever, on account of any injuries or damages sustained by any person and property, due to the negligent acts or omissions by the Contractor, or any of its officers, employees, subcontractors, assignees, or representatives, in the performance of the contract. In the event the City and the Contractor are found to be joint tortfeasors with respect to any such injuries or damages, the Contractor's obligations to indemnify the City under this section shall extend only to the Contractor's pro rata share of negligence as determined in accordance with Section 663-12, Hawaii Revised Statutes as amended.

16. **PATENTED ARTICLE.** The Contractor shall hold the City and all its officers, agents, servants and employees harmless against all claims arising from the use of any patented article, patented process, or patented appliance used in connection with the contract. Any royalties due or becoming due for the use of any patented article or process shall be paid by the Contractor and considered to be originally included within the proposal and contract price.

17. CHANGE ORDERS.

- a. Change order. By written order, at any time, and without notice to any surety, the Director may, unilaterally, order of the Contractor: 1) Changes in the work within the general scope of the contract; and 2) Changes in the time of performance of the contract that do not alter the scope of the contract work.
- b. Adjustments of price or performance time. If any change order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this section shall be determined, where applicable, in accordance with the Price Adjustment clause of the General Terms and Conditions or as negotiated. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed, provided that the Director or an authorized City representative promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as the City deems reasonable. The right of the Contractor to dispute the contract price or time or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established by the contract or these terms.
- c. Time period for claim. Within ten (10) days after receipt of a written change order unless the period is extended by the Director or an authorized City representative in writing, the Contractor shall respond with a claim for an adjustment. The requirement for a timely written response shall not be waived and shall be a condition precedent to the assertion of a claim.
- d. Claim barred after final payment. No claim by the Contractor for an adjustment hereunder shall be allowed if written response is not given prior to final payment under this contract.
- e. Claims not barred. In the absence of a change order, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim under the contract or for breach of contract.

**18. MODIFICATIONS TO CONTRACT.**

- a. Contract modification. By a written order, at any time, and without notice to any surety, the Director or an authorized representative, subject to mutual agreement of the parties to the contract and subject to all appropriate adjustments, may make modifications within the general scope of this contract to include any one or more of the following:
  1. Drawings, designs, or specifications, for the goods to be furnished;
  2. Method of shipment or packing;
    - a. Place of delivery;
    - b. Description of services to be performed;
    - c. Time of performance (i.e., hours of the day, days of the week, etc.);
    - d. Place of performance of the services; or
    - e. Other provisions of the contract accomplished by mutual action of the parties to the contract.
- b. Adjustments of price or time for performance. If any modification increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract or as negotiated.
- c. Claim barred after final payment. No claim by the Contractor for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this contract.
- d. Claims not barred. In the absence of a contract modification, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim under the contract or for a breach of contract.

**19. PROMPT PAYMENT BY CONTRACTORS TO SUBCONTRACTORS.**

- a. Prompt payment. Any money, other than retainage, paid to a Contractor shall be dispersed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- b. Upon final payment to the Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

**20. STOP WORK ORDERS.**

- a. Order to stop work. The Director, may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this paragraph. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Director shall either: (1) Cancel the stop work order; or (2) Terminate the work covered by such order as provided in the "termination for default clause" or the "termination for convenience clause" of this contract.
- b. Cancellation or expiration of the order. If a stop work order issued under this section is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if: (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Director decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

21. **PRICE ADJUSTMENT.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

a. Price adjustment.

By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

By unit prices specified in the contract or subsequently agreed upon;

By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

In such other manner as the parties may mutually agree; or

In the absence of agreement between the parties, by a unilateral determination by the Director of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director in accordance with generally accepted accounting principles and applicable sections of Chapters 3-123 and 3-126, Hawaii Administrative Rules (HAR).

- b. Submission of cost or pricing data. The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Chapter 3-122, Subchapter 15, HAR.

22. **PAYMENTS.** Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the ordering agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Further, in the event that the Contractor is providing equipment under the contract or Purchase Order, the Contractor must also provide the following information with the submittal of its invoices: equipment make, model, serial number, and the specific equipment delivery or installation location, including delivery address and building facility room number, if such information is made available to the Contractor. Various equipment that make up a system shall be listed individually. Providing the aforementioned equipment information is required before payment is made to the Contractor. Attached is a SAMPLE OF EQUIPMENT LISTING showing how a Contractor shall provide the equipment information required. Payments will be computed in accordance with any applicable unit prices bid.

Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.

Unless otherwise specified, partial payment(s) for any item or portion of any item under the contract may be permitted. Said partial payment(s) may be authorized by the Officer in Charge or an authorized representative, provided that delivery and acceptance of the item is made before the contract delivery date and upon submittal of proper invoices and substantiating documents by the Contractor. Said authorization by the Officer in Charge or an authorized representative shall be by endorsement on the submitted invoice; no other action will be required to effect the partial payment(s).

Also, in accordance with Sections 103-53 and 103D, HRS as amended, final payment under any contract of \$50,000 or more shall be withheld until the Contractor secures and the City receives tax clearances from the Director of Taxation of the State of Hawaii and the Internal Revenue Service to the

effect that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued, under Title 14 that are administered by the Department of Taxation of the State of Hawaii and under the Internal Revenue Code against the Contractor have been paid. The tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to a tax clearance certificate an original "Certification of Compliance for Final Payment (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu. These requirements do not apply to contracts less than \$50,000, or any small purchase contract; nor do they apply to price or vendor list purchases.

**23. VARIATION IN QUANTITY FOR DEFINITE QUANTITY CONTRACT.** This clause shall apply to definite quantity goods or services contracts only. Upon the agreement of the parties, the quantity of goods or services or both specified in the contract may be increased by a maximum of twenty percent (20%) provided: the unit prices will remain the same except for any price adjustments otherwise applicable; and the Director or an authorized representative makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

**24. SUBLETTING.** The Contractor shall not sublet any of the work to be performed without written permission from the Director. The subcontracting shall not, under any circumstances, relieve the Contractor of the Contractor's obligation and liability under the contract with the City. All persons engaged in performing the work covered by the contract shall be considered as agents of the Contractor, and shall be subject to the provisions thereof.

**25. ASSIGNMENT OF MONEY DUE OR PAYABLE.** No assignment of money due or to become due to a Contractor on any City contract shall be made without prior written consent of the Director. Such consent shall be given and such an assignment shall be accepted only if the assignment meets the following requirements:

- a. The assignment must be money due or to become due on a formal contract. A formal contract is a contract in writing which has been approved as to form and legality by the Corporation Counsel, and certified as to availability of funds by the Director of Budget and Fiscal Services. A formal contract does not include a Purchase Order or letter contract.
- b. The assignment must be the entire amount due or to become due on the contract and the amount due or to become due must be not less than one thousand dollars (\$1,000).

26. **CONTRACT NOT BINDING UNLESS FUNDS AVAILABLE.** No contract awarded shall be binding or of any force and effect unless the Director has, in accordance with Section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the Director shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract; provided further that this section shall not apply to any contract in which the total amount payable to the Contractor cannot be accurately estimated at the time the contract is to be awarded.

In any contract involving not only City funds but supplemental funds from the federal government, this section shall be applicable only to that portion of the contract price as is payable out of City funds. As to the portion of the contract price as is expressed in the contract to be payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the Contractor, only out of federal funds to be received from the federal government. This paragraph shall be liberally construed so as not to hinder or impede the City in contracting for any project involving financial aid from the federal government.

27. **NOVATION OR CHANGE OF NAME.**

- a. No assignment of contract. No City contract is transferable, or otherwise assignable, without the written consent of the Director provided, that a Contractor may assign monies receivable under a contract after due notice to the City, subject to the assignment of money due or payable clause specified under this contract.
- b. Recognition of a successor in interest; assignment. When in the best interest of the City, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that: the transferee assumes all of the transferor's obligations; the transferor remains liable for all obligations under the contract but waives all rights under the contract as against the City; and unless the transferor guarantees performance of the contract by the transferee, the transferee shall furnish all required bonds.
- c. Change of name. When a Contractor requests to change the name in which it holds a contract with the City, the Director shall, upon receipt of a document indicating such change of name (for example an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting Contractor to effect such a change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of the contract are thereby changed.
- d. Reports. All change of name or novation agreements effected hereunder shall be reported to the Director within thirty (30) days of the date that the agreement becomes effective.

- e. Actions affecting more than one purchasing agency. Notwithstanding the provisions of paragraphs a through c, when a Contractor holds contracts with more than one purchasing agency of the City, the novation or change of name agreements herein authorized shall be processed only through the Office of the Director.

**28. CLAIMS BASED ON CITY'S ACTIONS OR OMISSIONS.**

- a. Notice of Claim. If any action or omission on the part of the Director or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

The Contractor shall have given written notice to the Director or designee of such officer: (a) Prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission; or (b) Within thirty (30) days after the Contractor knows of such action or omission if the Contractor did not have such knowledge prior to the commencement of the work; or (c) Within such further time as may be allowed by the Director in writing.

This notice shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional compensation, damages, or an extension of time. The Director or designee of such officer, upon receipt of such notice may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Director or designee of such officer;

The notice required by subparagraph (1) describes as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

The Contractor maintains and, upon request, makes available to the Director within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

- b. Limitation of clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any City officers and any Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

- c. Adjustments of price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of the contract.

29. **TERMINATION FOR DEFAULT.**

- a. Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Director may notify the Contractor in writing of the delay or non-performance, and if not cured in ten (10) days or any longer time specified in writing by the Director, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or other breach of contract.

Should the Contractor commit the same or similar substantial breaches of the contract on multiple occasions, the first correction, if any, by the Contractor of such breaches may be considered to be only a temporary correction, and not a cure. In such event the contract may be terminated.

In the event of termination in whole or in part, the Director may procure similar goods or services in a manner and upon terms deemed appropriate by the Director. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. Contractor's duties. Notwithstanding termination of the contract and subject to any directions from the Director, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c. Compensation. Payment for completed goods delivered and accepted by the City shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Director; if the parties fail to agree, the Director shall set an amount subject to the Contractor's rights under Chapter 3-126, HAR. The City may withhold from amounts due the Contractor such sums as the Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

- d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the Contractor has notified the Director within fifteen (15) days after the cause of the delay and the failure arises out of causes, including but not limited to the following: acts of God; acts of the public enemy; acts of the State of Hawaii and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if the failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Director shall ascertain the facts and extent of the failure, and, if the officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled in fixed-price contracts, "Termination for Convenience" and in cost-reimbursement contract, "Termination". As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.

- e. Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### 30. TERMINATION FOR CONVENIENCE.

- a. Termination for convenience. When the interests of the City so require, the Director may terminate this contract, in whole or in part, for the convenience of the City. The Director shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

- b. Contractor's obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the City's approval. The Director may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- c. Right to goods. The Director may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed by the Director: any completed goods; and the partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, hereinafter called "manufacturing material," as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The Contractor shall, upon direction of the Director, protect and preserve property in the possession of the Contractor in which the City has an interest. If the Director does not exercise this right, the Contractor shall use the Contractor's best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the City has breached the contract by exercise of the termination for convenience clause.

d. Compensation:

- (1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by Chapter 3-122, Subchapter 15, HAR, bearing on such claim. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Director may pay the Contractor, if at all, an amount set in accordance with Subparagraph (3) below.
- (2) The Director and the Contractor may agree to settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by Chapter 3-122, Subchapter 15, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the City, the proceeds of any sales of goods and manufacturing materials under Paragraph c. of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (2), the Director shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this subparagraph for the following:

- (a) Contract prices for goods or services accepted under the contract;
- (b) Costs incurred in preparing to perform and performing the terminated portion of the work plus a five percent (5%) markup on actual direct costs on such portion of the work, such markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that, if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (c) Subject to the prior approval of the procurement office, the costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph b. of this clause. Subcontractors shall be entitled to a markup of no more than ten percent (10%) on direct costs incurred to the date of termination. These costs must not include costs paid in accordance with Subparagraph (3)(b).
- (d) The total sum to be paid the Contractor under this subparagraph shall not exceed the total contract price reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (2), and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraphs (2) and (3) shall be in accordance with Chapter 3-123, HAR.

### 31. DISPUTES.

- a. All controversies between the City and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Director, in writing, within one hundred twenty (120) calendar days after a written request by the Contractor for a final decision concerning the controversy; provided that, if the Director does not issue a written decision, within one hundred twenty (120) calendar days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Director shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

- c. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Circuit Court of the State of Hawaii within the six (6) months from the date of receipt of the decision.
- d. The Contractor shall comply with any decision of the Director and proceed diligently with performance of this contract pending final resolution by the circuit court of the State of Hawaii of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the City; provided that, in any event the Contractor shall proceed diligently with the performance of the contract where the Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

32. **STATUTORY OR ORDINANCE REQUIREMENTS.** The applicable provisions of Chapter 103, 103D Hawaii Revised Statutes, as amended, Title 3, Department of Accounting and General Services of the State of Hawaii Administrative Rules (HAR), and the City Charter and the City Ordinances shall be deemed to be a part of the contract as though fully set forth therein.

The Contractor shall at all times observe, perform, and comply with all federal, state and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the work, the manufacture and sale of materials and equipment required under the contract, and the conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the Contractor shall forthwith report the same to the Officer in Charge in writing.

33. **REMEDIES.** Any dispute arising under or out of this contract is subject to Chapter 3-126, HAR.

34. **INTEREST.** Interest on amounts ultimately determined to be due to a Contractor or the City shall be payable at the statutory rate applicable to judgments against the City under Chapter 662, HRS, from the date the claim arose through the date of decision or judgment, whichever is later.

35. **SEXUAL HARASSMENT POLICY FOR EMPLOYER HAVING A CONTRACT WITH THE CITY.** All City Contractors must comply with City Ordinance 93-84 on sexual harassment. All Contractors shall have and enforce a policy prohibiting sexual harassment. The Contractor's sexual harassment policy must set forth the same or greater protection than those contained or required by the ordinance. The ordinance is applicable to the employer's business and includes the following:

- a. Prohibitions against an officer's or employee's sexual harassment of the following:
  - (1) Another officer or employee of the employer;
  - (2) An individual under consideration for employment with the employer; or
  - (3) An individual doing business with the employer;
- b. A provision prohibiting a management or supervisory officer or employee from knowingly permitting a subordinate officer or employee to engage in the sexual harassment prohibited under Subdivision a;
- c. A prohibition against retaliation towards an officer, employee, or individual who has complained of sexual harassment, conducted an investigation of a complaint, or acted as a witness during an investigation of a complaint;
- d. A prohibition against a malicious false complaint of sexual harassment by an officer, employee, or individual;
- e. Provisions allowing an officer, employee, or individual to make a sexual harassment complaint to an appropriate management, supervisory, or personnel officer or employee;
- f. Procedures for investigating a sexual harassment complaint in an unbiased, fair, and discreet manner with appropriate safeguards to maintain confidentiality and protection from embarrassment;
- g. A provision requiring the use of the "reasonable person of the same gender standard," to determine if sexual harassment has occurred. Under the standard, sexual harassment shall be deemed to have occurred if the alleged offender's conduct would be considered sexual harassment from the perspective of a reasonable person of the same gender as the alleged victim. If the alleged victim is a woman, the "reasonable person of the same gender standard" shall be equivalent to and may be called the "reasonable woman standard;"
- h. Disciplinary actions which may be imposed on an officer or employee who committed a prohibited act; and
- i. For an employer with at least five (5) employees, a provision requiring the annual viewing of a video on the sexual harassment policy by each management or supervisory officer or employee.

The policy required under this section shall be in effect for at least the duration of the employer's contract with the City.

The action of the bidder or proposer in submitting its bid, proposal or signing of the contract shall constitute its pledge and acceptance of the provisions for the sexual harassment policy as required by City Ordinance 93-84.

City Ordinance 93-84 is on file and available for viewing in the Purchasing Division. Bidders or Contractors needing a copy must pick up the copy from the Office of the City Clerk, Room 203, City Hall, 530 S. King Street, Honolulu.



# SAMPLE OF EQUIPMENT LISTING

The following is a sample of the detailed list of equipment that is required by Section 22, Payments, of the General Terms and Conditions herein. To request an electronic copy of this Word software table: Contact the Property Management & Disposal Section, Purchasing Division, BFS, 808-523-4781.

## DETAILED LIST OF EQUIPMENT

Date \_\_\_\_\_ Contract No. \_\_\_\_\_ Purchase Order No. \_\_\_\_\_ Invoice No. \_\_\_\_\_  
 City Department \_\_\_\_\_ City Department Requisitioner (if known) \_\_\_\_\_  
 Proposal No. \_\_\_\_\_ Contractor Name \_\_\_\_\_

City Requisitioner \_\_\_\_\_  
 Phone No. (if known) \_\_\_\_\_  
 Project \_\_\_\_\_  
 Description \_\_\_\_\_

DESCRIPTION	MAKE	MODEL NUMBER	SERIAL NUMBER	QTY	UNIT PRICE	TOTAL PRICE	SPECIFIC LOCATION (i.e. Room No.)
1 Portable lift	American Equipment Company	ABC123	12345678901 67890123456 98765432101	3	40,000.00	120,000.00	Mechanic Shop Room 3
2 Hand Truck 55 gallon	International Sales Inc	DEF45678	2345678912	1	4,000.00	4,000.00	Tire Shop, Work Station A
3 CPU 5.0 GHZ Pent6 700MB SDRAM 60GB HD with keyboard, mouse	The Computer Place	GHI876	C0001234 C0001235	2	900.00	1,800.00	Administration Room 5
4 Monitor Flat Panel 21"	The Computer Place	JKL543	M0001236 M0001237	2	500.00	1,000.00	Administration Room 5
<b>TOTAL</b>				<b>8</b>		<b>126,800.00</b>	

I certify that the following information is correct. Page \_\_\_\_\_ of \_\_\_\_\_

Contractor or Representative \_\_\_\_\_ Print name \_\_\_\_\_ Signature \_\_\_\_\_  
 Phone \_\_\_\_\_ Phone \_\_\_\_\_

**EXHIBIT 1 PROPOSAL FORM**  
**PROJECT MANAGEMENT SUPPORT SERVICES FOR THE**  
**HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

To: Division of Purchasing  
Department of Budget and Fiscal Services  
City and County of Honolulu  
530 South King Street, Room 115  
Honolulu, Hawaii, 96813  
RFP No. 15016

From: (Proposer Name and Address)

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1. OFFEROR INFORMATION

Name and Title of Principal to contact:

Business address:

Business telephone number:

Fax number:

Name/Address/Telephone Number/Fax Number/of contact person:

The Offeror is a:

\_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Partnership\*

If the Offeror is a partnership, provide the names and addresses of all members of the partnership. Certified copies of the partnership agreement for the Offeror and of the articles of incorporation and by-laws, partnership or joint venture agreement or other organization documents relating to each member of the partnership must accompany this form. Also, separate forms must be completed and executed by an authorized representative(s) of the partnership and by an authorized representative(s) of each member of the partnership. The forms must also be accompanied by satisfactory evidence that the person(s) executing the form (and other forms included with this proposal) on behalf of the partnership or members of the partnership has authority to do so.

\_\_\_\_\_ Corporation

If a corporation, the corporation is a:

\_\_\_\_\_ Subsidiary\*

\_\_\_\_\_ Parent Company

If the Offeror is a corporation, certified copies of the articles of incorporation and by-laws of the corporation must accompany this Proposal. Also, this form must be completed and executed by an authorized representative(s) of the corporation. This form must also be accompanied by satisfactory evidence that the person(s) executing this form (and other forms included with this Proposal) on behalf of the corporation has authority to do so.

\_\_\_\_\_ Joint Venture\*

If the Offeror is a joint venture, provide names and addresses of all members of joint venture. Certified copies of the joint venture agreement for the Offeror and of the articles of incorporation and by-laws, partnership or joint venture agreement or other organizational documents relating to each member of the joint venture must accompany this Proposal. Also, separate forms must be completed and executed by an authorized representative(s) of the joint venture and by an authorized representative(s) of each member of the joint venture. The forms must also be accompanied by satisfactory evidence that the person(s) executing the form (and other forms included with this Proposal) on behalf of the joint venture or member of the joint venture has authority to do so.

2. PROPOSAL

This Proposal is submitted in response to the City and County of Honolulu's Request for Proposal (RFP) No. 15016 for Project Management Support Services for the Honolulu High-Capacity Transit Corridor Project. The undersigned hereby declares and certifies that (1) I(we) have fully, carefully, and thoroughly examined the RFP; (2) I(we) am(are)



3. CERTIFICATION

The undersigned understands and agrees that:

- a. The City's employees, agents and representatives have the right to make any inquiry or investigation the City deems appropriate to substantiate or supplement information contained herein, and authorizes the release of any and all information sought in such inquiry or investigation to the City and City's, employees, agents and representatives;
- b. The City Director of Budget and Fiscal Services reserves the right to reject any and all proposals and to waive any defects in items that are not statutorily required, when, in the City Director of Budget and Fiscal Services' opinion, such opinion or waiver will be in the best interest of the City and County of Honolulu.
- c. By submitting this proposal, the undersigned is declaring that his or her proposal is not in violation of the laws of the State or City, relating to public procurement.
- d. If awarded this contract, any services performed shall be performed in accordance with Federal, State and City laws.

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

When the Offeror is an individual:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature of Individual)

By: \_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2007

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

When the Offeror is a sole proprietorship or operates under a trade name:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name of Firm)

By: \_\_\_\_\_  
(Signature of Individual)

By: \_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
(Address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2007

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

When the Offeror is a partnership: (All authorized representatives of the partnership and authorized representative(s) of all partners must sign. Attach a fully executed appropriate signature page for each partner):

\_\_\_\_\_  
(Printed Name of Partnership)

Witness \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Partner)

By: \_\_\_\_\_  
(Printed Name of Partner)

\_\_\_\_\_  
(Address)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ as a partner in the above named \_\_\_\_\_ a partnership, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument in the capacity and for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2007

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

When the Offeror is a joint venture: (An authorized representative of the joint venture and authorized representative(s) of all joint venture members must sign. Attach a fully executed appropriate signature page for each of the joint venturers):

\_\_\_\_\_  
(Printed Name of Joint Venture)

\_\_\_\_\_  
(Business Address of Joint Venture)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature of Partner)

By: \_\_\_\_\_  
(Printed Name of Partner)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ as a partner in the above named \_\_\_\_\_ Joint Venture, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument in the capacity and for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2007

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has executed this Proposal Form on behalf of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

When the Offeror is a corporation:

\_\_\_\_\_  
(Corporate Name)

\_\_\_\_\_  
(Corporate Address)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Signature of Officer)

By: \_\_\_\_\_  
(Printed Name of Officer)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Title)  
Attest: \_\_\_\_\_  
(Secretary)

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me well known and known to me to be the individuals described in and who executed the foregoing instrument as the \_\_\_\_\_ and the Secretary of the above named \_\_\_\_\_ as such \_\_\_\_\_ and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2007

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_

**EXHIBIT 2 PROPOSER'S CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS**

RFP SECTION REFERENCE	RFP SECTION PAGE NO.	CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS	REASONS, JUSTIFICATION



**EXHIBIT 4                      REFERENCE FORM FOR KEY PERSONNEL**

List four persons or firms whom the City may contact. (Form must be completed for each Key Personnel.)

NAME OF KEY PERSONNEL: \_\_\_\_\_

REFERENCE NO. 1

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of service provided:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 2

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of service provided:

\_\_\_\_\_  
\_\_\_\_\_

NAME OF KEY PERSONNEL: \_\_\_\_\_

REFERENCE NO. 3

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of service provided:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 4

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of service provided:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 5                    COST PROPOSAL FORMS**

RFP NO. 15016

The undersigned Offeror hereby agrees to provide the services in accordance with the specifications and addenda issued under the above RFP for the total amount as detailed in Exhibit 5A, Cost Proposal Summary Form; Exhibit B, Labor, Overhead, and Fixed Fee Proposal Form; and Exhibit 5C, Additional Allowance for Reimbursable Expenses.

Offeror : \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Offeror's Authorized Official

\_\_\_\_\_  
Name and title of Offeror's Authorized Official

## PRICE PROPOSAL INSTRUCTIONS

1. Complete Exhibit 5B, Labor, Overhead, and Fixed Fee Proposal Form for the Offeror and all of the Offeror's subconsultant. Transfer the total amounts for the Offeror and each of the Offeror's subconsultants to the appropriate lines in Exhibit 5A, Cost Proposal Summary Form.
2. Complete Exhibit 5C, Additional Allowance for Reimbursable Expenses. Transfer the total amount to Exhibit 5A, Cost Proposal Summary Form.
3. Complete Exhibit 5A, Cost Proposal Summary Form.

## EXHIBIT 5A COST PROPOSAL SUMMARY FORM

Total Labor, Overhead, & Fixed Fee - Offeror (from Exhibit 5B)	\$ _____
Total Labor, Overhead, & Fixed Fee - Subconsultant #1 (from Exhibit 5B)	\$ _____
Total Labor, Overhead, & Fixed Fee - Subconsultant #2 (from Exhibit 5B)	\$ _____
Total Labor, Overhead, & Fixed Fee - Subconsultant #3 (from Exhibit 5B)	\$ _____
<b>TOTAL LABOR, OVERHEAD, AND FIXED FEE</b>	<b>\$ _____</b>
<b>TOTAL ALLOWANCE FOR EXTRA WORK</b>	<b>\$ 1,000,000</b>
Allowance for Reimbursable Expenses	\$ 200,000
Additional Allowance for Reimbursable Expenses (from Exhibit 5C)	\$ _____
<b>TOTAL ALLOWANCE FOR REIMBURSABLE EXPENSES</b>	<b>\$ _____</b>
<b>COST PROPOSAL TOTAL</b>	<b>\$ _____</b>

**EXHIBIT 5B LABOR, OVERHEAD, AND FIXED FEE PROPOSAL FORM**

Offeror: \_\_\_\_\_

Name	Position	Total Hours	Hourly Rate	TOTAL
<b>DIRECT LABOR</b>				
<u>Honolulu Project Office</u>				
Full-Time				
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
Part-Time				
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
<u>Home Office</u>				
Full-Time				
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
Part-Time				
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
<b>Total Direct Labor</b>			<b>\$ _____</b>	<b>(1)</b>
<b>FRINGE BENEFIT &amp; OVERHEAD RATE</b>				
<u>Honolulu Project Office</u>				
Full-Time			%	\$ _____
Part-Time			%	\$ _____
<u>Home Office</u>				
Part-Time			%	\$ _____
<b>Total Fringe &amp; Overhead</b>			<b>\$ _____</b>	<b>(2)</b>
<b>Total Labor Cost</b>			<b>\$ _____</b>	<b>(3)=(1)+(2)</b>
<b>FIXED FEE (Percentage of Direct Labor &amp; Fringe/Overhead)</b>			%	\$ _____
<b>Total Labor &amp; Fixed Fee</b>			<b>\$ _____</b>	<b>(5)=(3)+(4)</b>
<b>General Excise and Use Tax</b>			4.5%	\$ _____
<b>TOTAL LABOR, OVERHEAD, &amp; FIXED FEE - OFFEROR</b>			<b>\$ _____</b>	<b>(5)+(6)</b>

Project Management Support Services for the  
 Honolulu High-Capacity Transit Corridor Project  
 Labor, Overhead, and Fixed Fee Proposal Form

**Subconsultant #1:** \_\_\_\_\_

Name	Position	Total Hours	Hourly Rate	TOTAL
<b>DIRECT LABOR</b>				
<u>Honolulu Project Office</u>				
Full-Time				
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
Part-Time				
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
<u>Home Office</u>				
Full-Time				
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
Part-Time				
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
(attach additional sheets, as necessary)				
			<b>Total Direct Labor</b>	<b>\$ _____ (1)</b>
<b>FRINGE BENEFIT &amp; OVERHEAD RATE</b>				
<u>Honolulu Project Office</u>				
Full-Time			%	\$ _____
Part-Time			%	\$ _____
<u>Home Office</u>				
Part-Time			%	\$ _____
			<b>Total Fringe &amp; Overhead</b>	<b>\$ _____ (2)</b>
			<b>Total Labor Cost</b>	<b>\$ _____ (3)=(1)+(2)</b>
<b>FIXED FEE (Percentage of Direct Labor &amp; Fringe/Overhead)</b>			%	\$ _____ (4)
			<b>Total Labor &amp; Fixed Fee</b>	<b>\$ _____ (5)=(3)+(4)</b>
<b>General Excise and Use Tax</b>			4.5%	\$ _____ (6)
<b>TOTAL LABOR, OVERHEAD, &amp; FIXED FEE - SUB #1</b>				<b>\$ _____ (5)+(6)</b>
(attach additional sheets, as necessary for each subconsultant)				

**EXHIBIT 5C      ADDITIONAL ALLOWANCE FOR REIMBURSABLE EXPENSES**

Instructions: A \$200,000 allowance for reimbursable expenses is established for Project-related business travel, mileage, and computer-related hardware, software, and external internet service. Complete this form to identify additional reimbursable expense items not included above.

**Offeror:** \_\_\_\_\_

Additional Reimbursable Expense Items (list purpose and amounts)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**ADDITIONAL ALLOWANCE FOR REIMBURSABLE EXPENSES      \$ \_\_\_\_\_**



**EXHIBIT 7**

**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data as defined in Section 3-122-122, HAR, and submitted pursuant to Section 3-122-125, HAR; either actually or by specific identification in writing to the Officer-in-Charge in support of Project Management Support Services for the Honolulu High-Capacity Transit Corridor Project are accurate, complete, and current as of

\_\_\_\_\_  
(Month, day, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the Offeror and the City which are part of the Proposal.

Offeror : \_\_\_\_\_

\_\_\_\_\_  
Signature of Offeror's Authorized Official

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and title of Offeror's Authorized Official

**EXHIBIT 8                    AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Offeror (if the Offeror is an individual), a partner in the proposal (if the Offeror is a partnership), or an officer or employee of the proposing corporation (if the Offeror is a corporation);
2. That the attached proposal have been arrived at by the Offeror independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to submit proposals, designed to limit independent proposing or competition;
3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety or any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED \_\_\_\_\_

FIRM NAME \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Proposer's E.I. Number \_\_\_\_\_  
(Number used on employer's Quarterly Federal Tax Return)

**EXHIBIT 9 CERTIFICATION REGARDING CONFLICT OF INTEREST**

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor would be unable or potentially unable to render impartial assistance or advice to the City and County of Honolulu (City), or the potential Consultant’s objectivity in performing the contract work would or might be otherwise impaired, or the potential Consultant has an unfair competitive advantage.

On behalf of \_\_\_\_\_, I certify that:  
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, the City may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the Bidder/Proposer with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)