



Council Meeting: February 7, 2012

SUBJECT: Amend an Existing Contract for Construction Management Services for the Mathilda Avenue Overhead Bridge Rehabilitation Project (F1101-41)

BACKGROUND

Approval is requested to amend an existing contract with HNTB Corporation of San Jose for construction management services in conjunction with the Mathilda Avenue Overhead Bridge Rehabilitation Project (Public Works Project No. TR-02/03-07) by: 1) increasing the total contract value by \$220,000, 2) establishing a project contingency of \$50,000 to be used if necessary, and 3) extending the time for performance through December 31, 2012.

The total contract value for construction management services would increase from \$2,819,425 to \$3,039,425. Unforeseen conditions encountered during construction have resulted in project delays necessitating the recommended contract revisions.

DISCUSSION

The Mathilda Avenue Overhead Bridge was originally constructed in 1965 and declared functionally obsolete by Caltrans in 2002. When the Caltrans determination was made, staff began an extensive process of grant funding requests/approvals, civil engineering design, and environmental review (including litigation over the project Environmental Impact Report (EIR)). The initial contract to design the project was awarded by Council in 2003 to Mark Thomas and Co. (RTC No. 03-244) and subsequently amended in 2005, 2007, 2008, 2009 (RTC Nos. 05-200, 07-222, 08-353 and 09-269) for a total of approximately \$2.7 million. The construction contract to rehabilitate the bridge (\$18,000,158 including construction contingency) was awarded by Council on January 12, 2010 to RGW Construction (RTC No. 10-013), and the project was originally scheduled to be completed by September 2011.

The construction management services contract was awarded by Council in October 2009 to the HNTB Corporation in the amount of \$2,819,425, with a scheduled end date of December 31, 2011 (RTC No. 09-279). The HNTB contract has expired and must be extended in order to complete the project.

Numerous issues were encountered during construction that resulted in extending the completion date beyond September 2011. These include the discovery of unmarked underground utilities and subsurface foundation modifications that conflicted with placement of the new foundations (that were

not illustrated on the old as-built plans), and nesting birds in the soffits of the existing bridge structure. The changed conditions required significant design and construction modifications and additional construction management services. The construction portion of the project is now anticipated to be completed in March 2012, with post-construction closeout activities expected to run through May 2012. Staff is requesting an extension of this contract through December 31, 2012 to insulate against any additional delays, which will likely include the processing of monetary delay claims requested by the construction contractor. Despite the completion date extension, the new loop off-ramp and most of the project structures will be open to traffic prior to the new completion date.

As a result of the delays and the additional work required to address them, the current contract amount is insufficient for the construction management services required to complete the project. Public Works staff requested a proposal from HNTB for the additional work which initially totaled \$270,000. This amount was subsequently negotiated to \$220,000. The scope of the additional services is incorporated into the agreement amendment contained in Attachment A. Staff is also requesting a \$50,000 contingency which may be necessary to support the City in addressing contractor delay claims.

It should be noted that approved contingency amounts are not incorporated into the contract because they would artificially increase the negotiated contractual amount. They are utilized if justifiably appropriate to address changed/unforeseen conditions, time delays beyond the control of the firm, increases in work directed by the City, etc.

FISCAL IMPACT

Total construction management services will be as follows:

Construction Management (awarded by Council 10/27/09)	\$2,819,425
Proposed Contract Amendment	<u>\$220,000</u>
Total Contract Cost	\$3,039,425
Proposed contingency	<u>\$50,000</u>
Total Contract Cost Plus Contingency	\$3,089,425

Budgeted funds are available in Capital Project 822710 (Mathilda Avenue Railroad Overpass Improvements). The entire project is funded by a Caltrans administered grant (Federal Highway Bridge Program) which pays 88.53% of total cost, and an 11.47% City share funded through a combination of Gas Tax revenues, Measure A funds and Traffic Mitigation Fees.

Delay claims are anticipated to be submitted by the construction contractor. Depending upon the amount of the claims and the time required to address them, additional funds for the project may be required at a later date.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Amend an existing contract, in substantially the same form as the attached draft Amendment to Consultant Services Agreement to HNTB Corporation for construction management services for the Mathilda Avenue Overhead Bridge Rehabilitation Project to increase the total contract value by \$220,000 from \$2,819,425 to \$3,039,425;
2. Extend the time for performance to December 31, 2012; and
3. Approve a project contingency of \$50,000.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Kent Steffens
Director of Public Works

Approved by:

Gary M. Luebbbers
City Manager

Attachments

- A. Draft Amendment to Consultant Services Agreement
- B. 2009 Consultant Services Agreement

**ATTACHMENT A
AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND HNTB CORPORATION
FOR CONSTRUCTION MANAGEMENT SERVICES FOR MATHILDA
OVERHEAD BRIDGE REHABILITATION**

This Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and HNTB CORPORATION, ("CONSULTANT").

WHEREAS, on November 5, 2009, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide construction management services for a project known as Mathilda Overhead Bridge Rehabilitation Project, Public Works Project No. TR-02/03-07, Federal Project No. BRLS-5213(018); and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

2. Time for Performance

Replace the existing with the following:

The term of this Agreement shall be from October 27, 2009 to December 31, 2012, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Compensation

Replace the existing with the following:

CITY agrees to pay CONSULTANT at the rates shown in Exhibit "B-1". Total compensation shall not exceed Three Million Thirty Nine Thousand Four Hundred Twenty Five and No/100 Dollars (\$3,039,425.00). CONSULTANT shall submit invoices to CITY to be paid in accordance with the procedures set forth in Exhibit "B-1" attached and incorporated by reference.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

HNTB CORPORATION
("CONSULTANT")

By _____
City Attorney

By _____

Name and Title

EXHIBIT "B-1"

January 27, 2012



Mr. Nasser Fakih, PE
City of Sunnyvale
650 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707

**RE: Mathilda Avenue Over-Crossing Rehabilitation Project –
Sunnyvale PO#003038 Contract Amendment Request #1 Revision 1**

Dear Mr. Fakih:

HNTB Corporation is proposing a contract amendment for Sunnyvale PO#003038, Construction Management Services for the Mathilda Avenue Overhead Bridge Rehabilitation Project [TR02/03-07], to extend the Construction Support Services through March 2012 and Post Construction Support through May 2012. Please review and provide the City's concurrence with this by February 8, 2012 for timely and effective implementation of the proposed strategy.

TR02/03-07 Project Completion: The Contractor did not finish its work by the extended contract completion date of November 30, 2011. The contractor has stated that the project will be completed by late March 2012. The anticipated completion date for PO#003038 - Phase 2 Construction Support is March 30, 2012.

The major elements of work to be completed for the Mathilda Avenue Overhead Bridge Rehabilitation Project [TR02/03-07] are: the Loop Off-Ramp, Signal Locations 1- 4, Pedestrian Ramps 1 and 2, Fencing, Railing, Conform Paving, two (2) Parking Lots, Curb and Gutter, Mathilda Median, Evelyn Medians, Decorative Lighting, San Andreas Court Reconstruction, Charles Street cul-de-sac, Striping, Signing and Planting. Due to several changes additional project time is warranted for TR02/03-07 Mathilda Avenue Overhead Bridge Rehabilitation Project. HNTB is working with the City's management to resolve ongoing Contractor issues and enforce the contract provisions for a March 2012 completion.

PO#003038 Proposed Staffing Plan: The proposed staffing plan for the remainder of Phase 2, Construction Support, and Phase 3, Post Construction Support is as follows:

		CN-002 Construction Support			
Position	Name	Feb '12	Mar '12	Estimated Total Hours CN-002	Estimated Total Dollars CN-002
		Fest'd Hours	Fest'd Hours		
		4wk	5wk		
Senior Inspector	Willis, T	160	200		\$44,636.40
Assistant RE	Bernardo, CS	120	160		\$34,106.80

Office Engineer	Newgren, T	128	160	\$21,752.64
Administrator	Cadet, CG	40	40	\$5,177.88
Billing Admin	Soto, J	4	5	\$586.08
Scheduler	Eldridge, D	80	100	\$36,901.80
Resident Engineer	Kreck, AJ	160	200	\$76,838.40
	Total	692	865	1557 \$ 220,000.00

Request for
 Contract
 Amendment I \$ 220,000.00

		CN-003 Post Construction Support			
		Apr '12 Fest'd Hours	May '12 Fest'd Hours	Estimated Total Hours CN-003	Estimated Total Dollars CN-003
Position	Name	4wk	4wk		
Senior Inspector	Willis, T	0	0		\$0.00
Assistant RE	Bernardo, CS	40	0		\$4,872.40
Office Engineer	Newgren, T	108	64		\$12,991.16
Administrator	Cadet, CG	16	54		\$4,587.18
Billing Admin	Soto, J	4	4		\$520.96
Scheduler	Eldridge, D	64	40		\$21,321.04
Resident Engineer	Kreck, AJ	128	80		\$44,307.26
	Total	360	242	602	\$ 88,600.00

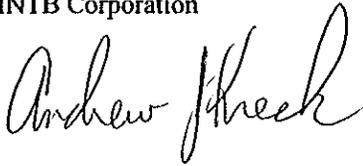
Proposed Contract Amendment 1: HNTB is requesting that the amount \$220,000.00 be added to Task 2, CN002. This amount should suffice for the current staffing levels for Task 2, Construction Support, through the end of March 2012, which is the anticipated end of construction and Post Construction Support through May 2012.

		Contract Amendment Request I		
		Revised Total Based on Budget Request #4	Contract Amendment Request I	Revised Authorized Amount
CN-001	Preconstruction Phase Support	\$ 71,458.85	\$ -	\$ 71,458.85
CN-002	Construction Phase Support	\$ 2,335,858.09	\$ 220,000.00	\$ 2,555,858.09
CN-003	Post Construction Phase Support	\$ 88,600.00	\$ -	\$ 88,600.00
CN-004	Sub consultants	\$ 221,508.05	\$ -	\$ 221,508.05
CN-005	ODC's	\$ 82,000.00	\$ -	\$ 82,000.00
CN-006	Construction Contingency	\$ 20,000.00	\$ -	\$ 20,000.00
		\$ 2,819,424.99	\$ 220,000.00	\$ 3,039,424.99

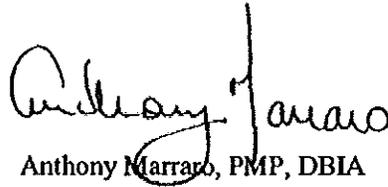
HNTB has made every effort to deliver the Construction Management services within the contract budget. After evaluating the impact of the revised schedule, HNTB proposes this Request for Contract Amendment to fund the proposed project staffing levels through May 2012, which includes the completion of Phase 2 - Construction Support and Phase 3 - Post Construction Support. We appreciate the opportunity to provide ongoing service to the City of Sunnyvale on this important assignment.

If you have any questions or need any additional information, please do not hesitate to contact Andrew Kreck at 408.592.1754.

Sincerely,
HNTB Corporation



Andrew Kreck, PE, CCM
Project Manager



Anthony Marraro, PMP, DBIA
Vice President

cc: M. Rogge, City of Sunnyvale
T. Teferi, HNTB
File 48502/Contracts

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND HNTB CORPORATION FOR CONSTRUCTION MANAGEMENT SERVICES
FOR MATHILDA OVERHEAD BRIDGE REHABILITATION

THIS AGREEMENT, dated November 5, 2009, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and HNTB CORPORATION, ("CONSULTANT").

WHEREAS, CITY desires to secure services necessary for construction management of the Mathilda Overhead Bridge Rehabilitation Project, Public Works Project No. TR-02/03-07, Federal Project No. BRLS-5213(018) and,

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work", and attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

CONSULTANT shall not be responsible for (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the project; (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to CITY or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in the attached Scope of Work.

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, CONSULTANT'S opinion of probable costs and of project scheduled shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

The same degree of care, skill, and diligence shall be exercised in the performance of the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

2. Time for Performance

The term of this Agreement shall be from October 27, 2009 to December 31, 2011, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

The CITY hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the CITY to CONSULTANT. If the CITY does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, the CITY shall obtain a license to use, including the right to sublicense to CONSULTANT. The CITY hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the services. The CITY represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights and the CITY will indemnify and protect CONSULTANT from any infringement claims arising from CONSULTANT'S use of any plans, documents or other materials provided to CONSULTANT in performance of its services hereunder.

4. Compensation

CITY agrees to pay CONSULTANT at the rates shown in Exhibit "B". Total compensation shall not exceed Two Million Eight Hundred Nineteen Thousand Four Hundred Twenty Five and No/100 Dollars (\$2,819,425.00). CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B" attached and incorporated by reference.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT'S working papers, drawings and other documents during progress of the services performed under this Agreement. All documents prepared by CONSULTANT as a deliverable shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

All documents, including but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the scope of work are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the CITY or others on modifications or extensions of the project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the

specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT. The CITY shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorney's fees, arising out of or resulting from such reuse.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

(a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City, employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, unformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.

(b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify and hold harmless CITY and its officers, officials, employees and volunteers against any and all judgments, losses, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of the performance of the work described herein, to the extent caused by or related to the negligent acts, errors or omissions of CONSULTANT, its employees, subcontractors, or agents in the performance (or non-performance) of services under this Agreement.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Manny Kadkhodayan, Senior Engineer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Andrew Kreck, Project Manager, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Manny Khodayan, Senior Engineer
Public Works Department/Engineering Division
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: Andrew Kreck, Project Manager
HNTB Corporation
1735 Technology Drive, Suite 650
San Jose, CA 95110

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT provided however CONSULTANT shall have 14 calendar days from the receipt of the termination notice to cure or submit a plan for cure acceptable to CITY. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated for the work done in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) including reasonable termination expenses (not to include lost profits or overheads) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

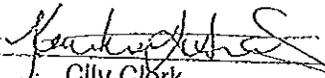
18. Miscellaneous

Time shall be of the essence in this Agreement. CONSULTANT shall exercise its reasonable efforts to perform the services in accordance with this Agreement and schedule attached. Neither the CITY nor CONSULTANT shall be considered in default of

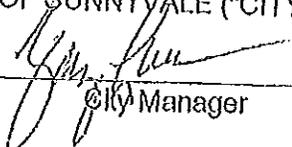
this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

By 
City Clerk

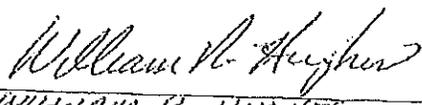
CITY OF SUNNYVALE ("CITY")

By 
City Manager

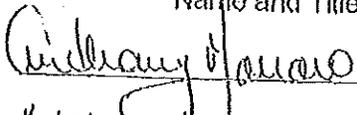
APPROVED AS TO FORM:

By 
City Attorney

HNTB CORPORATION
("CONSULTANT")

By 
WILLIAM R. HUGHES
SR. VICE PRESIDENT

Name and Title


ANTHONY L. ALARINO, ASST. V.P.
Name and Title

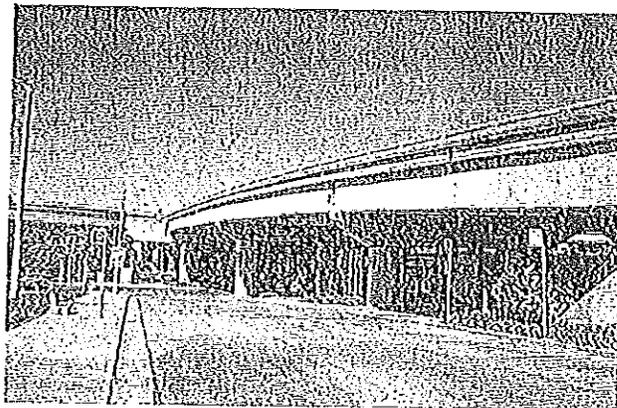


CONSTRUCTION MANAGEMENT SERVICES

EXISTA

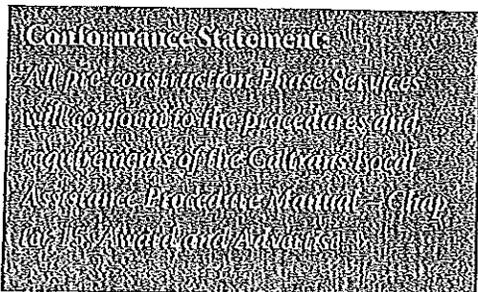
The objective of the HNTB Construction Management (CM) Approach is to quickly deploy construction professionals who will administer and manage the Pre-Construction, Construction, and Post-Acceptance Phase in accordance with Federal and State regulations and to the satisfaction of the City and its constituents.

Understanding that the City, a local agency, will be administering the Mathilda Overhead Bridge Rehabilitation Project, a federally-aided project, HNTB will utilize and conform to the construction management procedures and requirements summarized within the Caltrans Local Assistance Procedures Manual (LAPM). Chapters 15-Advertise and Award Project, Chapter 16-Administer Construction Contracts, and Chapter 17-Project Completion, of the LAPM constitute a guide for the Resident Engineer (RE) in administering federally aided contracts.



North View of Mathilda Overhead Bridge

1. PRE-CONSTRUCTION PHASE



All pre-construction phase activities will be planned and performed with the finished work product and schedule in mind. The RE will meet regularly with City's Project Manager to review progress, resolve issues and plan for remaining work to be performed. The technical skills of the RE and staff will be combined with the City and Design Team to finalize the contract documents in a manner that will provide constructability, reduce project risks, facilitate cost control, and properly integrate the permit requirements and restrictions into the bid specifications.

Constructability Reviews

As part of the pre-construction phase services, our team will utilize local knowledge and expertise throughout of Caltrain, Caltrans and utility companies during constructability review to reduce cost and schedule. HNTB will directly coordinate designated on-call experts and contract management personnel into constructability review teams. Other constructability/claim elements to be reviewed include:

Constructability and Claim Elements to be Reviewed

- Site Logistics, Traffic Control and Trucks on Local Streets
- Noise and Vibration Control
- Hazardous Materials and Aerial Deposited Lead
- Construction Management Procedures
- ROW Controls (Pets, Children) and Pedestrian Access
- Material Delivery, Availability and Storage
- Maintaining Driveways and Access
- Environmental Aspects of Construction
- Caltrain Issues
- Third-Party Construction Impacts and Utilities
- Dewatering/Groundwater
- Excavation Safety and Waste Management
- Cost Inflation Issues
- Reconstruction of Pavements/Pences



Construction Management Procedures

The RE will be responsible for selecting the CM procedures for the administration of the project. HNTB commonly refers to such a collection of procedures as the Project Management Plan (PMP). The Mathilda Overcrossing PMP will be prepared specifically for this project with the focus on conforming to the applicable State and Federal requirements. *These procedures and collection of pertinent information are essential to the smooth running of a project. The PMP becomes the project specific resource for proper contract administration.* The minimum elements for the PMP are defined as, but not limited to:

Elements of the Project Management Plan

- Project Organization and Authority
- Emergency Contact Information
- Staff Allocation
- Establish and Formalize Contact with Emergency Services
- Establish and Formalize Contact with 3rd Parties
- Contractor and Subconsultant Interface and Coordination
- Specialty Services Budgets
- Safety Training and Procedures; Code of Safe Practices
- Injury and Illness Prevention Plan
- Office Set Up, Inventory and Filing System
- Document Control, Reporting and Status Procedures
- Testing Verification and Survey Management Procedures
- Field Communication Procedures
- Progress Payment Procedures
- SWPPP Management Procedures
- Submittal and Schedule Management Procedures
- Control of Deficiencies and Non-Conformances
- RFI Procedure
- Change and Claims Management Procedures
- Public Outreach Procedures
- Alternative Dispute Resolution Procedures
- Tracking of Federal and State Requirements

Pre-Bid Meeting

HNTB will bring value added efforts to the contract opening and award by utilizing our Caltrans, VTA, and Caltrain experience. We will assist the City in conducting a pre-bid meeting to address contractual City requirements such as insurance, bonds, and other non-technical issues related to the work and the project. HNTB will also assist the City in conducting a site inspection tour with all potential Contractors, document and provide answers to questions raised by the Contractors. *To ensure that all items of work shown in the contract plans are properly accounted for, HNTB will verify all contract quantities prior to bidding. This will help the City reduce potential change orders due to inaccurate tabulation of bid quantities.*

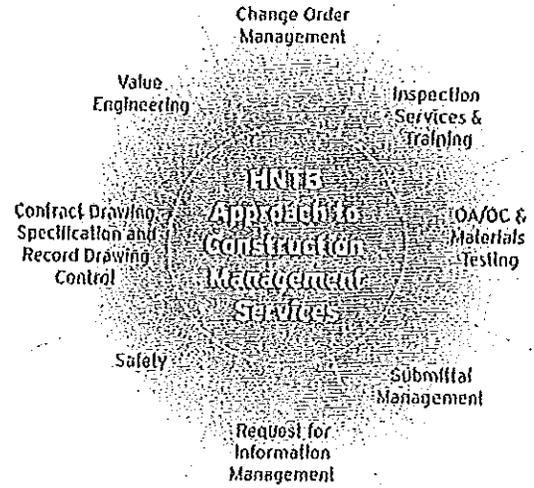
Bid Support

HNTB's staff will be available to assist the City in determining the most qualified Contractor in accordance with the City's predefined criteria and Chapter 15 of the LAPM. HNTB's technical experts will analyze the contractor's bid for front loading, mathematically unbalanced bid, and materially unbalanced bid. If a schedule is available, HNTB can verify the contractor's construction logic to ensure the Contractor's schedule has included all items of work.



2. CONSTRUCTION PHASE

Conformance Statement:
All Construction Phase Services will conform to the procedures and statements of the California Road Assistance Procedure Manual - Chapter 16 Administer Construction Contracts.



Construction Start-Up

To mitigate the risk of potential claims by nearby residents, HNTB will take photos and videos of all surrounding structures and identify pre-existing conditions prior to construction.

Schedule Management

The RE will be responsible for all aspects of schedule management, including monitoring, enforcing and documenting the Contractor's schedules. Upon award of construction contract, the contractor will prepare a CPM Baseline Schedule and the RE will then review this for comprehension, logic, and compliance with the requirements of contract documents and project milestones, but will not provide a determination of contractor's means and methods. After the baseline schedule has been approved, the HNTB Team will on a monthly basis review the format, resource loading, logic ties, and critical path to assure that what is shown in the Baseline Schedule and schedule submittals is an accurate representation of the project. Findings will be documented in a Schedule Review and formally transmitted to the contractor for review and corrective action. *By thoroughly analyzing the baseline and keeping constant attention to the contractor's progress, HNTB has proven to reduce potential claims and unnecessary delays.*

Project Meetings and Minutes

The RE shall schedule the weekly construction progress meetings during the preconstruction meeting. The RE shall host and chair these meetings, which are normally held weekly. Agenda items shall include, but are not limited to:

Project Meeting Agenda Items

- Comments on Last Week's Meeting Minutes
- Job Progress and Schedule Status
- Work Progress
- Review Look-Ahead Schedule
- Work Progress and Past 7-Days Activities
- Request For Information/Change Status
- 3 Weeks In Advance Activities
- Quality Control
- Non Conformance Reports
- Safety and Security Status
- Community Relations
- Outstanding Action Items
- Submittal Status
- Change Notice/Change Order Status



The Office Engineer will assist the RE in preparing for weekly meetings, and will take the minutes of the meetings. *The benefit of having thorough weekly meetings is that issues do not grow and escalate. The ritual of having a comprehensive weekly meeting allows the contractor to plan better and the City to follow the progress in an up to the minute fashion, which is important when reporting to the City council, Caltrans, or the Public. HNTB's weekly reviews will bring these benefits to the City.*

Change Management

Resident Engineer (RE)	RE will manage changes in conformance with requirements of contract documents, and section 16.13 of the LAPM including leading negotiations for cost and/or time impacts, and providing recommendations for the disposition of change requests.
Project Engineer	The Project Engineer will provide technical assistance to the City in initiating changes and reviewing technical change requests.
Technical Support	The RE will also draw upon other members of the team in negotiating and processing changes including Construction Schedule/Cost Specialist, Estimator, Client/ Operations Representative, and the City Project Manager PM.
Office Engineer	The Office Engineer who will maintain the files and records of negotiation and the Change Log and will aid the RE in negotiations.
City of Sunnyvale	The City will remain the ultimate approver of negotiation plans, strategies and any resulting changes.

Andrew Kreck, PE as the RE will employ a tough but fair attitude towards CCOs. One thing that the Contractor will not be able to state is that the HNTB team was not prompt on processing and paying CCOs. Prompt determination of merit and prompt payment eases the Contractor's concerns, which produces a cooperative relationship between the Contractor and the City.



Submittal Management

Our approach will prevent schedule delay due to idle submittal processing. All submittals required by the contract documents will be processed by the RE and forwarded to appropriate technical reviewers. Responses will be coded in one of the five ways:

1. No Exceptions Taken
2. Make Corrections Noted
3. Submit Specified Items(s)
4. Revise and Resubmit
5. Rejected

Prompt processing of the submittals is one of the easiest ways to expedite the work. HNTB understands that most submittals are submitted and reviewed within the first six months of a project. HNTB will assign the proper emphasis to beat the review time periods and will utilize part time increase in staffing if required to ease the submittal period. *The City benefits from HNTB's aggressive submittal processing by realizing float in the schedule created by completing critical path tasks early.*

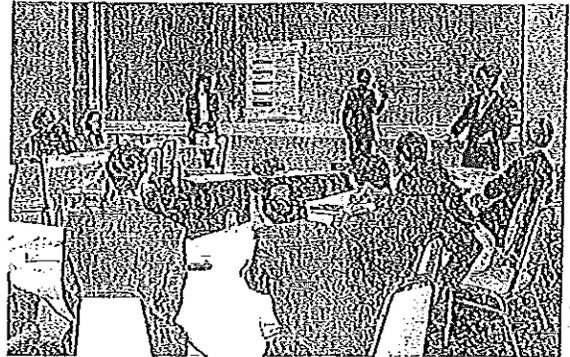


RFI Management

The RE will manage the contractor's RFIs by coordinating their review and tracking them to confirm that they are addressed in a timely manner. Typically, the RFI is answered within five working days. The RFI is then reviewed upon receipt and further summarized and reviewed at the weekly meeting with the Contractor.

Outreach and Communications Strategies

The RE will work closely with the City's Communication Liaison, associated staff, and project team members to develop, implement and promote public outreach strategies. *From the first project kick off meeting and in regular coordination meetings, the HNTB Team will build on successful outreach strategies; call on lessons learned; continually track and address key issues; mitigate conflicts; and develop a working set of communications and outreach tools for interacting in a meaningful manner with stakeholders.*



Other Web-Based Systems

Over the years, HNTB has developed various innovative methods and implemented modern tools to accomplish successful administration of construction contracts that include:

- Laptops** Resident Engineers are equipped with laptop computers, which allow them to document their work while allowing them mobility.
- Wireless Air Cards** Wireless PC cards allow quick and easy access to electronic communication while on the job site.
- Remote Access Software** In cases where the information systems are not web-enabled, then they shall be rendered web-enabled by the use of remote access software such as Citrix.
- Smart Boards** Interactive whiteboard systems allow people to share ideas, concepts and information. Teams can illustrate and explore alternate ideas over great distances, improve meeting effectiveness, communicate vision to clients, enhance public presentations, and save for future reference.
- 3D Modeling** 3D modeling is used for figuring out utility and underground conflicts and visualization of project elements prior to construction or elements underground. HNTB's ability to demonstrate 3D models will benefit the project in CCO preparation, claim mitigation, and public outreach.

Document Control and Records Management

A Document Control Center will be established in the project office to ensure that all project documentation is captured, tracked, distributed, recorded and retrievable. The management of this center will be the responsibility of the Office Engineer. The center will combine the functions of an office mailroom and project records retention center. The Document Control Center will maintain a records file and corresponding records index. *The document control will benefit the City in researching issues, monitoring progress and allowing for easy and concise archiving.*

Coordination

The RE will be the single point of contact with the contractor and will coordinate with the City, Caltrain, local agencies, and utility companies regarding different segments of work. The RE will provide sufficient notice to the



parties involved by working closely with the Contractor to help analyze their project schedule to get accurate information. HNTB recognizes that the items below will need coordination, but are not limited to:

- Traffic control before and during construction;
- Pile driving near Caltrain tracks;
- Falsework erection and removal near Caltrain tracks;
- Demolition of existing Mathilda Avenue off ramp;
- Removal and reconstruction of existing parking lot;
- Reconstruction of Evelyn Street; and
- Utility shutdowns and reconnections; and

Progress and Status Reporting

The monthly report summarizes the overall developments to date, major areas of concern, actions needed, and analyses of schedule and budget performance. The progress report should be consistent with other reports (e.g. meeting minutes, issue/action lists) and summarize detailed working-level information. The RE will submit the monthly Project Construction Progress Reports to the City's Project Manager. A standard format will be established by the RE to include:

- Current Status of Safety Plans and Records
- Schedule, Cost and Quality Issues
- Forecasts to Complete
- Summary of Submittals and Trends
- Progress Planned and Achieved
- Change Request Status/RFI and RFD Requests
- Summary of Environmental Compliance
- Public Outreach Activities

Accounting and Cost Control

The RE will be responsible for implementing the Application for Payment procedures established in the PMP and for verifying the accuracy of the Application for Payments submitted by the contractor at the end of each month's work period. Each month the RE will negotiate agreements with the contractor for quantities contained in the Application for Payments.

Cost Control

The RE will be responsible for monitoring all costs associated with the project construction and identifying/tracking of cost trends and forecasting costs to complete. Trending will include monitoring scope changes, identifying quality issues and preparing and managing project documents in a timely manner such as submittals and RFI. Our cost control allows for tracking of actual and committed costs while calculating project forecast-to-complete. The RE will report the City Project Manager with each monthly schedule and trend analysis.

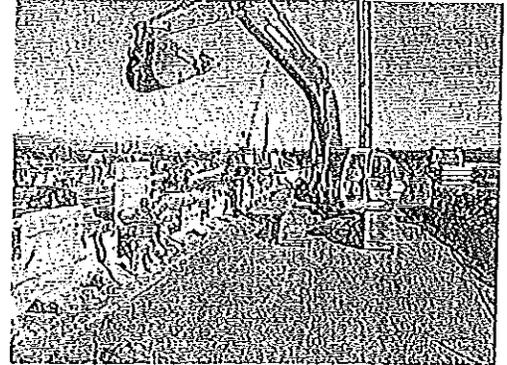
Daily Logs

Each of our inspectors will be required to record daily inspections and observations on Daily Inspection Reports. The purpose of these reports is to establish factual entries that may not otherwise be recalled and reconstructed at a later date. These reports provide recorded evidence regarding contractor compliance with approved QC Plan. Our Inspectors will review all reports and compile them, along with any QC records provided by the contractor for the work and any independent materials testing or survey results, in an overall Daily Record. The HNTB RE will be responsible for approving all Daily Inspection Reports and archiving them pursuant to document control requirements.



Photographs

The Inspector shall digitally photograph all activities performed (or not performed) in the field each day and electronically attach these photos to the relevant activities



Site Representation

The RE, Structure Representative and Inspectors will maintain constant job presence at the work site to allow observation of the work and quick response to issues; enabling assurance that each element of work is performed properly and that quality assurance is performed timely to verify contractor compliance with contract documents.

Inspection Coordination

HNTB will use the contractor's construction schedule as the primary tool to determine adequate staffing levels in order to keep project costs within budget. Our team is committed to delivering exceptional value utilizing standardized, quality-oriented project management procedures as refined in the PMP. *HNTB's proven project management tools and procedures range from providing interconnectivity of the project control systems to effective reporting processes.*

Quality Control

A deficiency will be communicated to the contractor at the time it is observed and documented in Daily Inspection Reports. When a deficiency is not corrected in a pre-established, timely manner or when it is anticipated to affect the progress of the work, the RE will issue a Non-Conformance Report (NCR). Any proposed corrective action must be approved by the RE before implementation and is typically discussed with the Project Engineer. As a final step, the QA Inspector will re-inspect the work and report on compliance with the corrective action plan.

Materials Testing: Acceptable quality for all materials incorporated into the work is among the highest the RE's responsibilities. Our team will perform periodic independent materials testing to verify the results. The type and frequency of quality assurance activities are shown below.

- Oversight Inspection
 - Ensure the Contractor's independent test laboratory is the approved laboratory
 - Monitor that the Inspection and/or test reports are generated and maintained by the Contractor
 - Nonconforming tests are identified by the Contractor
- Check Testing
 - Verify results with QC results
 - Maintain well-organized records
- Documentation of Materials Testing Activities
 - Maintain Material Testing Reports File
 - All written actions by the RE will be entered in documentation system
 - Regular communication with the verification test laboratory
- Testing Log
 - Prepare and submit Laboratory & Field Testing Services Call Notification Form
 - Maintain log of the Verification Tests
- Inspector Daily Reports
 - Lab Inspector will monitor the verification test laboratory personnel performing the tests
 - Prepare Inspector's Daily Reports and review test reports for conformance
 - Prepare Non-Conformance Report if needed

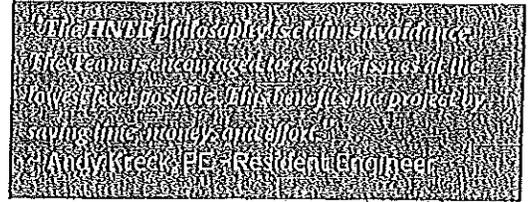


Claims Management

Working proactively with the entire Project Team including the contractor, is the most effective means of claims avoidance. The HNTB Team philosophy is predicated on claims avoidance.

However, should a claim be presented by the contractor, the RE will first review the Notice of Potential Claim (NOPC) for conformance to the contract documents. Then every effort will be

made to resolve the issue with the contractor, to avoid a formal claim and to advise the City Project Manager of the receipt of a NOPC. The RE will take the lead in initiating discussions to respond to the claim. The formal claim, including a draft response and negotiation plan, along with supporting documentation, will then be presented to the Project Manager. The Office Engineer will document all claims negotiations, and maintain record files as part of the contract files.



Safety Management

HNTB's staff is knowledgeable about Cal OSHA and Federal OSHA standards and will bring to the Contractor's attention any safety issues during the construction of the project in accordance with section 16.10 of the LAPM.

General Contractors (GC) will be fully responsible for the construction means, methods, techniques, and all construction site safety on the project. The HNTB Team will be responsible for monitoring the GCs' compliance. We will be fully responsible for the safety of our staff and subcontractors on projects.

Safety Regulation Compliance: HNTB will make every effort to comply with all Caltrans, Cal/OSHA, and the contractor's safety program. Based on our standard reporting practices, the following OSHA records are maintained to document the agency's efforts to comply with OSHA regulations: Project Specific Injury & Illness Prevention Program (IIPP) and CSP, Safety Training Records, Handbooks and Bulletins, Safety Inspection Records, Safety Meeting Minutes, Injury Reports, OSHA 300 Log.

City Furnished Materials

Requirements for vendors providing City purchased material and equipment will be defined by the Project Engineer for each purchase order (PO). The Project Manager is responsible for developing the requirements for the Quality Plan from each vendor for inclusion in each PO and for identifying the necessary resources to perform QA activities on behalf of the City. A critical component of our Project QA Plan will be the inspection by our RE team of the equipment when it is delivered to the construction site and documentation of turnover to the Contractor. The RE will provide final acceptance inspection and verification of furnished materials.

Contract Drawing, Specification and Record Drawing Control

The RE will maintain control of contract drawings, specifications and record drawings by noting all changes that have been approved.

Risk Management during Construction

Proactive risk mitigation is necessary to limit the potential for hazards to undermine the success of the project. The HNTB RE will develop and submit to the City Project Manager a project risk register that includes:





3. POST ACCEPTANCE PHASE

Conformance Statement:
All Construction Phase Services will conform to the procedures and requirements of the Caltrans Local Agency Record Procedure Manual - Chapter 17, Administer Construction Contracts.

Project Closeout Administration

As part of the contract, the Contractor will be required to submit Warranties and O&M Manuals for all items of work on this project and will review the contractor's closeout documents for conformance to the contract specifications. HNTB will work closely with the designer of record to record changes as they occur in the progress of the project. HNTB will maintain red line drawings and transmit them to the designer for final incorporation in the final

drawings. These drawings will be verified and transmitted to Caltrans in accordance with the LAPD Manual Chapter 17. In addition, HNTB will provide the following documents in accordance with the City's Record procedures and Caltrans Record's Procedure Manual:

Final Inspection by the City - The RE shall make the final inspection using Final Inspection Form FIF-6/05. Upon successful completion of all corrective action undertaken by the contractor, acceptance of the contract, and completion of all additional work required for the authorized project, the local agency representative should complete Items 1-10 of the Final Inspection Form and forward it to the Caltrans DLAE.

Report of Expenditures - The local agency is responsible for preparing and submitting to the DLAE final report documents which collectively constitute a "Report of Expenditures." This report provides key information required to initiate timely project closure and payment. The Report of Expenditures is due at the completion of the project. Deadline for submittal of the Report(s) is six (6) months after project completion. Report documents include:

- Cover Letter
- Federal Report of Expenditures Checklist
- Final Inspection Form
- Federal-Aid Final Invoice
- Change Order Summary
- Final Report Utilization of Disadvantaged Businesses
- Materials Certificate
- Statement of Materials and Labor Used By Contractors
- Highway Construction Involving Federal Funds
- Cover Letter For Report of Completion of Structures
- Report of Completion of Structures
- Final Project Expenditure Report

Approach to Outstanding Issues

Project History and Lessons Learned

The RB will prepare and submit a Project History and Lessons Learned Report to the RPM at the completion of the construction project. The report will include the scope of the project; information about the contractor and the subcontractors; list of project personnel; a summary of the cost and/or schedule growth; and major issues and lessons learned.

Project File Transfer

The Office will maintain index and review project files prior to delivering them to the RPM at the completion of the contract.



RESPONSIBILITIES OF PROJECT TEAM MEMBERS

By providing talent from our local office, we have developed a construction management team for this project that will be able to address technical challenges as well as operational and functional complexities of the City's project. Below is a lists of the responsibilities for each team member.

Team Member / Role	Years of Experience / Education / Licenses / Certification	Specific Responsibilities
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HNTB STAFF

<p>Andy Kreck, PE <i>CM Resident Engineer</i></p>	<ul style="list-style-type: none"> • 17 Years • BS/Civil Engineering • Civil Engineer/CA #C53375 	<ul style="list-style-type: none"> • Overall field contract manager • Administer and coordinate all work in construction • On-site liaison between City and contractor
<p>Sunny Jhutti, PE <i>CM Structures Rep.</i></p>	<ul style="list-style-type: none"> • 10 Years • MS/Civil Engineering • Civil Engineer/CA #C61752 	<ul style="list-style-type: none"> • Supervise/assign/direct/monitor staff work • Review and analyze engineering calculations • Perform engineering calculations for construction of structures
<p>Keith Baty <i>CM Inspector</i></p>	<ul style="list-style-type: none"> • 33 Years • BS/Civil Technology • NACB Certified 	<ul style="list-style-type: none"> • Senior lead inspector • Perform daily inspections • Track progress of CPM schedule activities
<p>Frank Estrada <i>CM Inspector</i></p>	<ul style="list-style-type: none"> • 13 Years • Construction Management Courses • 1994/Construction Inspection Course 	<ul style="list-style-type: none"> • Perform daily inspections • Prepare inspection reports
<p>Tyler Newgren <i>CM Inspector</i></p>	<ul style="list-style-type: none"> • 4 Years • BA/Environmental Studies • GIS, ArchINFO, Primavera Expertise 	<ul style="list-style-type: none"> • Perform daily inspections • Prepare inspection reports
<p>Greg Batch <i>CM Office Engineer</i></p>	<ul style="list-style-type: none"> • 28 Years • Graduate Degree/Construction • Graduate Degree/Civil Technology 	<ul style="list-style-type: none"> • Manage, track, distribute, and record all project documents
<p>Dave Eldridge <i>CM Scheduler</i></p>	<ul style="list-style-type: none"> • 26 Years • BS/Political Science • 26 Years Master Scheduling Expertise 	<ul style="list-style-type: none"> • Review baseline and progress schedule • Track status of construction activities • Analyze/determine various alternates to potential schedule delays



Team Member / Role	Years of Experience / Education / License / Certification	Specific Responsibilities
Keith Powley Caltrain/PCJPB Coordinator	<ul style="list-style-type: none"> • 28 Years • 1998/Transit Supervision Course • General Education/El Camino College 	<ul style="list-style-type: none"> • Serve as stakeholder liaison to Caltrain/PCJPB
Devang Desai, PE QA/QC	<ul style="list-style-type: none"> • 16 Years • BS/Civil Engineering • Caltrans Certification of Appreciation 	<ul style="list-style-type: none"> • Conduct project-specific QC/QA audits of contract documentation
Taher Basma, PE Utility Coordinator	<ul style="list-style-type: none"> • 20 Years • MS/Civil Engineering • Professional Engineer/CA #C45104 	<ul style="list-style-type: none"> • Coordinate all project utilities relocation/protection
Rachael Kelsch, PE Environmental	<ul style="list-style-type: none"> • 9 Years • MS/Civil/Environmental Eng. • Professional Engineer/CA #C63627 	<ul style="list-style-type: none"> • Analyze/resolve all environmental-related issues

SUBCONSULTANTS

Jeff Glynn (TCG) Surveyor	<ul style="list-style-type: none"> • 20 Years • BS/Civil Engineering • Certified Professional Land Surveyor/CA #7348 	<ul style="list-style-type: none"> • Verify contractor's survey control points • Provide as-needed survey services
Peter Chan, REA (PSC) Material Testing	<ul style="list-style-type: none"> • 42 Years • BS/Civil Engineering • 1994/Environmental Assessor/CA 	<ul style="list-style-type: none"> • Conduct materials testing and sampling • Conduct QA testing and verification

SUBCONSULTANT EXPERIENCE

After careful consideration of the project elements and challenges and our understanding of the need to bring extensive local experience to the City, the following firms were selected to join the HNTB Team. Each of their roles and responsibilities are highlighted in the table above with brief biographies of each firm below:

The Culver Group (TCG)

For nearly two decades, TCG provides professional surveying and mapping service support for construction management and engineering public works projects. The California-certified SBB firm has served as the contractor's surveyor-of-record on the *Golden Gate Bridge Seismic Retrofit Phase II*; a variety of Caltrans projects including *SFOBB Skyway Touchdown*, *SFOBB Temporary Bypass at Yerba Buena Island*, and *Route SR 85/US 101 North Interchange in Mountain View*.



PSC Associates, Inc. (PSC)

Established in 1975, PSC offers materials testing services, environmental, geotechnical engineering, and construction management/inspection services. *The firm is certified as a DBE by Caltrans and as an LBE by the City of San Francisco Human Rights Commission.* PSC has performed numerous studies/investigations for highway bridges and transportation projects in accordance with specified Caltrans format, such as materials, foundations and geotechnical design & materials reports. The company maintains a mobile trailer equipped with soil and concrete testing facilities, geophysical equipment, nuclear density gauges, and a pool of fully-equipped vehicles for exploration and field testing purposes. Testing equipment is located at the company's laboratory and is designed for the determination of all standard soil, concrete, aggregate, and rock properties for geotechnical and construction purposes. PSC has successfully completed the following relevant project: *Route 87 HOV North Project Between I-280 and West Julian Street, Gundalupe River Viaduct Widening Foundation Report* and *North Almaden Street Undercrossing Widening Foundation Report* in San Jose.

**City of Sunnyvale - Mathilda Overhead Bridge Rehabilitation Project, RFP F0808-00
Construction Management**

HNTB CORPORATION PROJECT		Mathilda Avenue Over Crossing Rehabilitation CONSTRUCTION SERVICES										CLIENT: City of Sunnyvale	
		Project Management/Engineer	Structures Representative	Office Engineer	Senior Inspector	Inspector	Scheduler	CM Manager	Administrator	Principal	TOTAL MAN HOURS	TOTAL PROPOSED FEE	
TOTAL MAN-HOUR SUM		4,310	1,760	3,330	3,860	4,100	600	60	160	24	17,624	\$2,245,691	
BILLING RATE		\$ 201.19	\$ 114.82	\$ 114.82	\$ 116.87	\$ 71.79	\$ 81.63	\$ 205.20	\$ 81.33	\$ 834.83			
LABOR		\$13,162.89	\$202,077.83	\$387,639.63	\$460,732.46	\$291,863.97	\$45,039.35	\$12,318.63	\$9,604.00	\$8,072.68			
No.	TASK DESCRIPTION												
PRE-CONSTRUCTION PHASE EFFORT													
1	Total Pre-Construction Phase Effort	100	60	100	40	40	60				650		
1	Construction Review												
2	Construction management procedures												
3	Pre-bid meeting												
4	Bill Support												
6	OH Analysis												
Subtotal Hours:		100	60	100	40	40	60				650		
Subtotal Cost:		\$ 38,227	\$ 8,185	\$ 11,482	\$ 4,676	\$ 2,847	\$ 7,334	\$ -	\$ -	\$ -	\$ -	\$73	
CONSTRUCTION PHASE EFFORT													
1	Total Construction Phase Effort	3,950	1,630	3,000	3,460	3,860	310	60	160	24	18,624	\$2,172,418	
1	Construction Start up												
2	Contractor schedule												
3	Project Meetings and Minutes												
4	Change orders												
6	Shop Drawings												
8	Requests for Information												
7	Public Information System												
8	Other Web-Based System												
9	Document Control Systems												
10	Coordination												
11	Monthly Progress Reports												
12	Accounting and Cost Control												
13	Daily Log												
14	Photographs												
16	Site Representation												
18	Inspection coordination												
17	Costly Control												
18	Claims management												
19	Safety Programs												
20	City Furnished materials												
21	Record drawings												
Subtotal Hours:		3,950	1,630	3,000	3,460	3,860	310	60	160	24	18,624	\$2,172,418	
Subtotal Cost:		\$ 794,717	\$ 192,892	\$ 844,450	\$ 404,371	\$ 274,779	\$ 61,170	\$ 12,317	\$ 8,094	\$ 8,033	\$ -	\$810	
POST-CONSTRUCTION PHASE EFFORT													
1	Total Post-Construction Phase Effort	200		200	100	200	60				610	\$73	
1	Record Drawing preparation												
2	Punchlists and final inspections												
3	Final Reports in accordance with LAM												
4	Material Correction												
5	Resolution of final estimate												
6	Final Estimate												
7	As-built schedule												
Subtotal Hours:		200		200	100	200	60				610	\$73	
Subtotal Cost:		\$ 40,232	\$ -	\$ 26,408	\$ 11,697	\$ 14,237	\$ 7,934	\$ -	\$ -	\$ -	\$ -	\$73	
TOTAL HOURS:		4,310	1,760	3,330	3,600	4,100	660	60	160	24	17,624		
TOTAL COST:		\$ 813,183	\$ 202,077	\$ 802,310	\$ 480,732	\$ 291,881	\$ 45,618	\$ 12,317	\$ 9,604	\$ 8,033	\$ -	\$2,245,691	

City of Sunnyvale - Mathilda Overhead Bridge Rehabilitation Project, RFP F0808-08
Construction Management

Task No.	TASK DESCRIPTION	NOTES
	Pre-Construction	
	Constructability Review	1. Services will be billed at a Time and Material basis. Proposal is an estimate of effort, not a guarantee or lump sum agreement.
	Construction management procedures	2. Contract duration is estimated at 24 months. 95% plans were available. Specifications were not available.
	Pre-bid meeting	3. Proposal duration for Inspectors and RE support staff is from the anticipated first day of construction, December 16, 2009 to December 16, 2011.
	Bid Support	4. RE and selected support staff will perform Preconstruction and Post Construction support estimated to be two months before the first working day and two months after construction contract acceptance.
	Bid Analysis	5. Construction value (estimated) = \$25,204,000. Reimbursement Limit = 16% of Construction value, Reimbursement Limit = \$ 3,780,690
		6. City of Sunnyvale support = \$ 961,176 (1 FTE Civil Inspector, 0.25 FTE of Senior Inspector, 0.25 FTE Construction Manager, Traffic Signal Inspection and Function Testing, other project staff).
		7. Office space to be provided by others including: sanitary, water, electricity, gas, and office furniture for each FTE, Full Time Employee, and copier and service cost for the office space.
		8. Parking is at no cost for Consultant personnel working on project. Trucks to be billed and reimbursed as separate line item on monthly basis for each FTE employee during assignment.
		9. Reprographics will be reimbursed as actual costs.
		10. Cell phones are included in overhead markup.
		11. Average salary escalation is estimated at 3% per year. Salaries are adjusted annually at the end of June (Fiscal Year shown is 7/1-6/30).
		12. Field office overhead rates applied to full time assignments of 1 year or greater, provided that all other ODCs are as previously described. Home Office overhead rates applied to all part time assignments.
		13. Overhead rates are FAR audited rates with premium overtime included. Overhead and fee are applied to the premium portion of overtime and reimbursed by the City. Overtime to be managed by the mutual agreement between HNTB Project Manager and City of Sunnyvale Project Manager.
		14. Contingency is 5% of Reimbursement Limit. This contingency is calculated to be \$ 189,030. Use of contingency must be pre-approved by City of Sunnyvale Project Manager.
		15. All personnel must be accepted by City of Sunnyvale Project Manager prior to working on project.
	Construction	
	Construction Start up	
	Contractor's schedule	
	Project Meetings and Minutes	
	Change orders	
	Shop Drawings	
	Requests for Information	
	Public Information System	
	Other Web-based systems	
	Document Control Systems	
	Coordination	
	Monthly Progress Reports	
	Accounting and Cost Control	
	Daily Log	
	Photographs	
	Site Representation	
	Inspection coordination	
	Quality Control	
	Claims management	
	Safety Programs	
	City Furnished materials	
	Record drawings	
	Post-Construction	
	Record Drawing preparation	
	Punchlists and final inspections	
	Final Reports in accordance with LAM	
	Material Certification	
	Resolution of final estimate	
	Final Estimate	
	As-built schedule	

ATTACHMENT "B"
City of Sunnyvale – Mathilda Overhead Bridge Rehabilitation Project, RFP F0008-08
Construction Management

Cost Proposal Notes:

1. Services will be billed at a Time and Material basis. Proposal is an estimate of effort, not a guarantee or lump sum agreement. All personnel must be accepted by City of Sunnyvale Project Manager prior to working on project.
2. Contract duration is estimated at 24 months. 95% plans were available. Specifications were not available.
3. Proposal duration for inspectors and RE support staff is from the anticipated first day of construction, December 16, 2009 to December 16, 2011.
4. RE and selected support staff will perform Preconstruction and Post Construction support estimated to be two months before the first working day and two months after construction contract acceptance.
6. Construction value (estimated) = \$25,204,000. Reimbursement Limit = 15% of Construction value. Reimbursement Limit = \$ 3,780,600
6. City of Sunnyvale support = \$ 961,175 [1 FTE Civil Inspector, 0.25 FTE of Senior Inspector, 0.25 FTE Construction Manager, Traffic Signal Inspection and Function Testing, other project staff].
7. Office space to be provided by others including: sanitary, water, electricity, gas, and office furniture for each FTE, Full Time Employee, and copier and service cost for the office space.
8. Parking is at no cost for Consultant personnel working on project. Trucks to be billed and reimbursed as separate line item on monthly basis for each FTE employee during assignment.
9. Reprographics will be reimbursed as actual costs.
10. Cell phones are included in overhead markup.
11. Average salary escalation is estimated at 3% per year. Salaries are adjusted annually at the end of June (Fiscal Year is 7/1-6/30).
12. Field office overhead rates are applied to full time assignments of 1 year or greater, provided that all other ODCs are reimbursed as previously described. Home Office overhead rates applied to all part time assignments.
13. Overhead rates are FAR audited rates with premium overtime included. Overhead and fee are applied to the premium portion of overtime and reimbursed by the City. Overtime to be managed by the mutual agreement between HNTB, Project Manager and City of Sunnyvale Project Manager.
14. Contingency is 5% of Reimbursement Limit. This contingency is calculated to be \$ 189,030. Use of contingency must be pre-approved by City of Sunnyvale Project Manager.

EXHIBIT "C"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the Agreement Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by CONSULTANT, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Professional Liability Insurance appropriate to CONSULTANT's profession: \$1,000,000 per claim.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and subject to acceptance by CITY. CONSULTANT shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
2. For any claims related to this project, CONSULTANT's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees,

agents and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been given to CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

Verification of Coverage

CONSULTANT shall furnish to CITY original Certificate(s) of Insurance and copies of endorsements effecting the coverage required. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by CITY prior to commencement of work.