

## Exhibit A Construction Management Course Agreement

### Scope of Work

1. Contractor (hereinafter sometimes referred to as the University) agrees to provide all labor, travel, supplies, and incidentals necessary to provide statewide online Construction Management (CM) Courses to Disadvantaged Business Enterprises (DBEs) and small businesses performing or pursuing work on highway construction-related projects for The California Department of Transportation (Caltrans), as described herein:
2. Subcontracting under this Agreement is not permitted.
3. Contractor shall perform services in Caltrans' Northern, Central, and Southern Regions, and their respective counties, during the term of this agreement. The University shall provide services in support of the Caltrans Headquarters, the Office of Civil Rights, located at 1500 5<sup>th</sup> Street, Sacramento, CA 95814. Program courses will be conducted online, serving the 12 Caltrans Districts statewide, as well as at the University's place of business, as agreed. Travel expenses will be reimbursed in accordance with the Caltrans Travel Guide and the submission of the TEC (Travel Expense Claim). Services must be available and be provided via virtual means or as deemed appropriate by Caltrans and the University.

Services will take place in each of the referenced regions, as described: Services will be provided to three regions of California. The Southern Region includes Caltrans' Districts 7, 8, 11, and 12, which encompass Los Angeles, Ventura, San Bernardino, Riverside, Orange, San Diego, and Imperial Counties. The Central Region is in Caltrans' Districts 5, 6, 9, and 10, comprising Santa Cruz, San Benito, Monterey, San Luis Obispo, Santa Barbara, Madera, Fresno, Kings, Tulare, Kern, Mono, Inyo, San Joaquin, Amador, Calaveras, Alpine, Stanislaus, Merced, Mariposa, and Tuolumne Counties. Lastly, the Northern Region falls under Caltrans' District 1, 2, 3, and 4, encompassing Del Norte, Humboldt, Mendocino, Lake, Siskiyou, Modoc, Trinity, Shasta, Lassen, Plumas, Tehama, Glenn, Colusa, Yolo, Butte, Sutter, Yuba, Sierra, Nevada, Placer, El Dorado, Sacramento, Sonoma, Napa, Solano, Marin, San Francisco, Contra Costa, Alameda, Santa Clara, and San Mateo Counties.

4. This Agreement will commence in **July 2026 (estimation)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **TBD**. The services shall be provided during working hours, Monday through Friday, and weekends if applicable, except holidays. The parties may amend this Agreement as permitted by law.
5. Any key personnel who have been identified in the Contractor's **Bid Submittal**, whether by name or title, may be replaced only if approved in advance, in writing, by the Caltrans Contract Manager, and an amendment to the Agreement reflecting the personnel replacement is approved by Caltrans. All key personnel replaced by the Contractor must meet the same minimum qualifications identified in the solicitation and agree to an agreement without any increase in rates, as stated in **Attachment 1, Bid Proposal**. All replacement personnel must provide their resumes to the Caltrans Contract Manager. The resume for the replacement of key personnel will be attached to the Agreement amendment.

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6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation:	Contractor:
Section/Unit: Office of Civil Rights	Section/Unit: N/A
Contract Manager: Adriana Ring	Project Manager:
Address: 1500 5 <sup>th</sup> St, Sacramento, CA 95823	Address:
Phone:	Phone:
Email: <a href="mailto:adriana.ring@dot.ca.gov">adriana.ring@dot.ca.gov</a>	Email:

7. Regarding the deliverables and requirements set forth below, it is the responsibility of the Contractor to notify the Caltrans Contract Manager that the work is complete and ready for review. Work is subject to inspection and approval by the Caltrans Contract Manager or his/her designee. The Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether the Contractor satisfied the University's duties and obligations under the Agreement, including specifically whether the Contractor delivered all work and deliverables and whether the Contractor's work and deliverables satisfied the applicable contract requirements (including achieving minimum requirements for each phase). Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs correction shall be made at the University's sole cost and expense and in a timely manner. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by the Caltrans Contract Manager or his/her designee.
8. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default in accordance with **Exhibit D, Section 2, Termination**.
9. Contractor shall only work with DBE firms that have had limited success. Limited-to-some success is defined as DBE firms that possess the North American Industry Classification System (NAICS) codes particular to the highway construction industry and have been awarded, or participated in, fewer than five (5) Caltrans federally funded highway construction projects, and have not exceeded the five-million dollars in awarded contract(s) in the previous two (2) years from CM Course enrollment.
10. Caltrans staff will be given the opportunity to attend and participate in training sessions and client meetings virtually as observers or contributors. The Contractor shall notify Caltrans staff of upcoming training sessions and client meetings at least five (15) business days in advance, ensuring adequate time for scheduling.
11. Definition of Terms:
- A. Disadvantaged Business Enterprises, hereafter referred to as "**DBE**," is defined as a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically

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disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- 1) Any individual whom a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- 2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - a. Groups whose members are designated as socially and economically disadvantaged by the SBA, at such times as the SBA designation becomes effective.

B. The appropriate geographic market is statewide and divided into three Caltrans regions, Northern, Central, and Southern, and consists of four districts in each region.

C. The appropriate product market identifies the detailed industries, i.e., the North American Industry Classification System (NAICS) and Work codes that account for Caltrans contract and subcontract dollar expenditures.

### 12. Administrative Provisions

Ownership of Work Products. All products prepared under this Agreement shall become and remain the property of Caltrans. Refer to **Exhibit E, Section 3**, for further information.

### 13. Program Goal/Objective:

The purpose of the DBESS Program is to increase the participation of eligible certified DBE and small business firms in the Federal-aid highway program and foster their growth and self-sufficiency. It aims to help DBEs and small businesses achieve the proficiency needed to compete equally for contracts and subcontracts without ongoing DBESS assistance and to increase the number of certified DBEs active on Caltrans' construction projects and professional services contracts on federally funded projects.

Construction Management Courses shall be provided only to DBE and small business firms eligible for participation in the Federal-aid highway program according to 49 CFR 26, Appendix C, including those certified by the California Unified Certification Program (CUCP) in a work specialty related to the highway construction industry.

### 14. Detailed description of work to be performed and duties of all parties:

#### A. **Task 1: Construction Management Courses**

The Consultant/University shall provide a comprehensive statewide online Construction Management (CM) course for Disadvantaged Business Enterprises (DBEs) and small businesses performing or pursuing work on highway construction-related projects. The course may be offered for-credit or non-credit and must combine technical construction management competencies with back-office administrative skills (e.g., certified payroll, invoicing, document control, compliance reporting) to strengthen firms' readiness to compete and perform successfully on Caltrans projects.

The curriculum will include comprehensive modules in Construction Safety, Bidding and Scheduling, Plan Reading, Law for Construction, Construction Field Project Management, Estimation, Financing Real Estate Acquisitions, and Construction Accounting. Together, these topics will equip participants with both the field and administrative capabilities required to manage transportation construction contracts effectively and sustain long-term business growth.

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This program is designed to meet education requirements that improve contract performance readiness, operational sustainability, and capacity for small businesses working within California's transportation infrastructure network in the Northern Region of Caltrans' District 1, 2, 3, and 4, encompassing Del Norte, Humboldt, Mendocino, Lake, Siskiyou, Modoc, Trinity, Shasta, Lassen, Plumas, Tehama, Glenn, Colusa, Yolo, Butte, Sutter, Yuba, Sierra, Nevada, Placer, El Dorado, Sacramento, Sonoma, Napa, Solano, Marin, San Francisco, Contra Costa, Alameda, Santa Clara, and San Mateo Counties. The Central Region, consisting of Caltrans' Districts 5, 6, 9, and 10, comprises Santa Cruz, San Benito, Monterey, San Luis Obispo, Santa Barbara, Madera, Fresno, Kings, Tulare, Kern, Mono, Inyo, San Joaquin, Amador, Calaveras, Alpine, Stanislaus, Merced, Mariposa, and Tuolumne Counties. Southern Region of Caltrans Districts 7, 8, 11, and 12, covering Los Angeles, Ventura, San Bernardino, Riverside, Orange, San Diego, and Imperial Counties. The Consultant will actively involve Caltrans, Office of Civil Rights (OCR), and Small Business Development Branch (SBDB) personnel in the firms/participants' progress for each region, as outlined in Tables 16.11.1, 16.11.2, and 16.11.3.

Tasks 1.1 through 1.9 represent tasks to be executed for the Caltrans Northern Region.

2.1 through 2.9 represent tasks to be executed for the Caltrans Central Region, and Tasks 3.1 through 3.9 represent tasks to be executed for the Caltrans Southern Region.

- 1) Task 1.1, 2.1, 3.1 – Construction Management Course: The Consultant will provide a curriculum that must be modular, competency-based, and practice-oriented (minimum 48–60 instructional hours) and directly aligned with Caltrans highway construction practices and administrative requirements. Modules shall incorporate hands-on exercises, case studies, and applied assignments based on Caltrans standard specifications, contract documents, and real-world project scenarios in an effort to achieve all targets listed in each Caltrans Region's performance metrics, illustrated as Task 1.1 (Northern Region), 2.1 (Central Region) and 3.1 (Southern Region) and listed in Performance Metrics, Tables #1, #2 and #3.

The University shall be responsible for providing the following curriculum:

### a. Construction Management Core

1. Construction management principles and organizational structure (Owner/Agency, Prime, Subcontractors, Inspectors).
2. Plan Reading and Interpretation: understanding drawings, specifications, as-builts, and work breakdown structures (WBS).
3. Field documentation and reporting: daily reports, photos, progress tracking, punch lists, and project close-out.
4. Construction Safety: OSHA compliance, site safety plans, hazard identification, incident reporting, and tailgate safety meetings.
5. Quality & safety coordination (QC/QA plans; site safety integration).

### b. Highway Construction Practices:

1. Typical Caltrans scopes: grading, drainage, paving, structures, and traffic control.
2. Work sequencing, lane closure protocols, and coordination with inspectors and testing agencies.
3. Field management procedures: inspection coordination, materials testing, and environmental considerations.

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**c. Back Office and Administration:**

1. Certified payroll and prevailing wage per U.S Department of Labor (DOL), California Department of Industrial Relations (DIR), and Labor Compliance Program (LCP) Tracker concepts.
2. Invoicing and payment applications, retention, lien releases, and prompt payment rules.
3. Cost codes and job cost accounting, budget vs. actuals, cash-flow basics.
4. Subcontracting and supplier documentation, bonding, insurance, and risk management basics.
5. Compliance reporting and records management, including document control and retention, ensure audit readiness.
6. Project startup and close-out checklists; administrative binder structure, and file retention.

**d. Bidding, Estimation, and Scheduling:**

1. Strengthen DBE and small business firms' ability to bid, plan, and control construction projects competitively.
2. Bidding: quantity takeoff, cost estimating, proposal preparation, bid forms, and responsiveness and responsibility standards.
3. Estimation: material, labor, and equipment cost calculations; unit pricing and contingency allowances.
4. Scheduling: create and manage baseline and updated schedules in Microsoft Project, Primavera P6, or Smartsheet.
5. Delay analysis, float, critical-path logic, and contingency planning.
6. Develop two-week look-ahead, recovery plans, and coordination of schedule with submittal/change-order logs.
7. One bid proposal and cost estimate with supporting assumptions, a baseline schedule, and two updates with narratives and a recovery plan.

**e. Resource and Field Project Management:**

1. Apply field-level project management and resource control techniques to ensure timely, safe, and cost-effective delivery.
2. Resource-loaded schedules, crew composition, and productivity tracking.
3. Equipment utilization, downtime tracking, and preventive maintenance planning.
4. Construction Field Project Management: coordination of labor, subcontractors, and materials on active projects.
5. Job costing integration between field data and accounting systems.
6. Daily coordination, timekeeping, and communication with project owners.
7. Field management plan, resource utilization dashboard, and daily reporting templates.
8. Weekly resource utilization dashboard and variance commentary.

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- f. Compliance, Legal, and Contract Administration:
  - 1. Equip DBE and small business firms to navigate public works compliance and legal frameworks.
  - 2. Law for Construction: basic principles of contract law, change orders, claims, and dispute resolution.
  - 3. Public contracting code, subcontracting requirements, and small business participation rules.
  - 4. Safety and quality program documentation; audit preparation and corrective action plans.
  - 5. Compliance with contracts regarding reporting on Equal Employment Opportunity (EEO), Affirmative Action (AA), DBE utilization, and certified payroll.
  - 6. Compliance monitoring checklist and sample contract file ready for audit.
  - 7. Mock audit package demonstrating documentation standards and retention structure.
  
- g. Construction Finance, and Accounting:
  - 1. Strengthen firms' financial literacy and operational sustainability.
  - 2. Construction accounting fundamentals: chart of accounts, revenue recognition, and cost control.
  - 3. Job-cost reports, work-in-progress (WIP) tracking, and cash-flow forecasting.
  - 4. Financing and Real Estate Acquisitions: overview of project financing, loans, bonding capacity, and property acquisition principles
  - 5. Integrating accounting software for tracking receivables, payables, and retention.
  - 6. Sample job-cost report with variance analysis.
  - 7. Cash-flow projection and financing plan aligned to a hypothetical project.
  
- h. Public Works Lifecycle – Pre-Bid, Bid, and Post-Bid:
  - 1. Pre-bid opportunity assessment, risk evaluation, and teaming strategies.
  - 2. Bid and award processes, responsiveness/responsibility, clarifications, and post-award documentation.
  - 3. Construction startup, submittal schedules, RFIs, change orders, progress payments, and closeout documentation.
  - 4. One complete project administration binder includes bid package, cost estimate, baseline schedule, resource plan, compliance log, and closeout checklist.

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2) Task 1.2, 2.2, 3.3 - Progress Reports:

The Consultant shall prepare and submit monthly progress reports to the Caltrans Contract Manager every month throughout the Agreement term. The progress reports are due to the Caltrans Contract Manager within 10 days of the end of the month. Each monthly progress report shall include the following information and progress for all firm participants and phases, from the beginning of the contract and for the current billing cycle:

- a. Profiles detailing each firm's information, including, but not limited to:
  1. Program Participants' full legal business name
  2. Program Participants' business address (physical address)
  3. Program Participants' Enrollment Date
  4. Program Participants' progress report within the course
  5. Program Participants' contact information (phone number, email)
- b. Accomplishments
  1. Documentation or correspondence from participants stating satisfaction with the program course
  2. Milestone completion of any phase.
- c. Challenges
  1. Any barrier(s) or roadblock(s) that the University is encountering
  2. Any barrier(s) or roadblock(s) that the participant is encountering
- d. Recommendations
- e. Anticipated upcoming work activities

- 3) Performance Metrics for Each Caltrans Region: The table below summarizes the DBE/SS performance metrics for each Caltrans Region (Northern, Central, and Southern). The Contractor shall meet the requirements of the Office of Civil Rights Small Business Development Branch for this contract. The Contractor shall meet the minimum performance metrics for each course within each Caltrans region over a 12-month period (unless otherwise specified). For example, the University is to enroll 30 participants in the Central Region, 40 in the Northern Region, and 50 in the Southern Region.

Table #1 – Central Region Performance Metrics

Central Region	Total Participants
<u>Developmental Stage</u>	
Construction Management Course Enrollment and Certification	<u>30 Enrollees</u>

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Table #2 – Northern Region Performance Metrics

<b>Northern Region</b>	<b><u>Total Participants</u></b>
<b><u>Developmental Stage</u></b>	
Construction Management Course Enrollment and Certification	<u>40 Enrollees</u>

Table #3 – Southern Region Performance Metrics

<b>Southern Region</b>	<b><u>Total</u></b>
<b><u>Developmental Stage</u></b>	
Construction Management Course Enrollment and Certification	<u>50 Enrollees</u>

**15. Performance Metrics and Payment**

- A. Caltrans has implemented a pay-for-performance model for this Agreement that requires the Contractor to demonstrate successful outcomes in each phase of work to receive payment for services rendered. For example, if the Contractor enrolls only 100 participants in the BDP within the contract term, the Contractor will be paid only for 100 enrollments. Caltrans only pays the Contractor for services rendered based on the number of verifiable results achieved.
- B. Contractor shall meet specific performance metrics established for each region within the time frame specified herein. Caltrans's evaluation of the Contractor's performance shall include, but not be limited to, whether the Contractor successfully demonstrated positive outcomes and participant completion.
- C. The table below summarizes the DBE/SS performance metrics Contractor shall meet for each phase within the term of this Agreement, unless otherwise specified:

<b>DBE/SS Performance Metrics</b>	
	<b>Statewide</b>
	<b>Measurable</b>
<b>Developmental Stage</b>	
Construction Management Course Enrollment	Maximum of 120
Construction Management Certifications	Maximum of 120



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**16. Contractor Responsibilities**

The university will:

- 1) Serve as the designated host site to the Northern, Central, and Southern Caltrans Regions and primary delivery agent.
- 2) Deliver a CM course tailored to DBEs and small business firms who are active or intend to be active on Caltrans highway projects.
- 3) Provide technology platforms and qualified staff in transportation construction management.
- 4) Supply qualified instructional staff (minimum 5 years of highway and or transportation CM experience; prior teaching or workforce-training experience preferred).
- 5) Provide an Implementation plan within 30 days of agreement execution.
- 6) Provide a syllabus, lesson plans, slide decks, case exercises, templates (invoicing, certified payroll, submittal and RFI logs, change order log, cost codes, document register, close-out checklists), reading list, and lab instructions.
- 7) Coordinate with Caltrans SBDB and the regional District Small Business Liaisons (DSBLs) for outreach, firm enrollment, and logistics.
- 8) Provide course materials, templates, workflows, and job aids that participants can use immediately on projects.
- 9) Conduct assessments, track attendance and completion, and report outcomes to Caltrans
- 10) Provide Course Close-out within 30 days of the final cohort to include: outcomes, lessons learned, curriculum improvement plan, and recommended pathways to additional SBDB services.

**17. Caltrans Responsibilities**

The Caltrans Contract Manager will be available to offer guidance and instructions to the Contractor to align its work with the program's objectives and support each firm's growth in capacity, competitiveness, and marketplace sustainability. Additionally, Caltrans will:

- 1) Host bi-weekly conference calls with key contract personnel.
- 2) Provide an online platform for participants to submit applications.
- 3) Maintain and monitor applications received.
- 4) Interview prospective business firms and participate in the selection process.
- 5) The Contract Manager will review performance metrics to measure the effectiveness of the courses.
- 6) Develop action plan(s) to address any deficiencies observed.
- 7) Evaluate performance by region against the following thresholds:
  - a. Course Delivery:  $\geq 90\%$  of scheduled sessions delivered on time and as scoped.
  - b. Completion Rate:  $\geq 80\%$  of enrolled participants complete all required modules.
  - c. Artifacts Submission:  $\geq 90\%$  of participating firms submit an acceptable Project Administration Binder meeting template and completeness standards.

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- d. Competency Gain: Average  $\geq 20\%$  improvement from pre- to post-assessment across core CM.
- e. Tool Proficiency: At least  $\geq 80\%$  of participants successfully submit (and pass) the Scheduling deliverables, which include the baseline, two updates, a two-week look-ahead, and a recovery plan, using either Project, P6, or Smartsheet. Additionally, at least  $\geq 80\%$  must submit a compliant Resource Plan and Compliance Audit Packet.
- f. Participant Satisfaction:  $\geq 4.2/5$  average across content relevance, instructor effectiveness, and practicality

Acceptance: Deliverables are subject to review and acceptance by Caltrans and the SBDB Contract Manager (or designee). The University must correct any deficiencies at no additional cost.