



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PRECONSTRUCTION SERVICES
CONTRACT**

**STATE ROUTE 99 REALIGNMENT
CONSTRUCTION MANAGER-GENERAL CONTRACTOR SERVICES**

**FOR DESIGN AND CONSTRUCTION ON STATE HIGHWAY IN
FRESNO COUNTY, IN THE CITY OF FRESNO,
FROM 0.1 MILE NORTH OF OLIVE AVENUE OVERCROSSING TO 0.1 MILE
NORTH OF ASHLAN AVENUE OVERCROSSING
CONTRACT NO. 062HT1CM
PROJECT ID 0612000287
FRE-99-PM 23.4/26.7**

This **PRECONSTRUCTION SERVICES CONTRACT** (“Preconstruction Services Contract”) is entered into by and between the State of California through its Director (“Department”) and Granite Construction Company (“Construction Manager”), effective as of the last date set forth on the signature page hereto, with reference to the definitions contained in Exhibit A hereto and the following facts:

RECITALS

A. WHEREAS, Pursuant to Public Contract Code §6700 et seq., the California Legislature has authorized the Department of Transportation (Department) to engage in a construction manager/general contractor (“CMGC”) project delivery method as specified for projects for the construction of highways, bridges, or tunnels.

B. WHEREAS, The Department requested Statements of Qualifications (“SOQs”) from qualified Proposers interested in entering a contract for preconstruction services, with the potential for continuing to a second contract for construction of all or part of the Scope of Work, for the State Route 99 Realignment (“Project”) through a Construction Contract. The Project is intended to realign State Route 99 to accommodate the future high speed train.

C. WHEREAS, Proposers interested in providing CMGC services will partner with the Department’s design team on this Project. As part of the project team, the selected Construction Manager may provide input on schedule, phasing, constructability, cost and estimates, value engineering, and plan review throughout the design process. In addition to aiding the design process, the selected Construction Manager will be asked to prepare and submit a Guaranteed Maximum Price (“GMP”) for the labor, equipment, and materials that will be required to construct the project based on the design process, plans, specifications, and estimate packages of the Project. If the GMP is accepted by the Department, a Construction Contract will be issued to the Construction Manager after the completion of the preconstruction phase so that construction of the project can begin. If the GMP is not accepted by the Department, the Department, in its sole discretion, reserves the right to end the Construction Manager’s participation in the project development process at the completion of the design phase and advertise the Project.

D. WHEREAS, The CMGC process for the Project consisted of a Request for Qualifications (“RFQ”) for preconstruction services, submittal of a Statement of Qualifications (“SOQ”), evaluation of submittals and selection of the Construction Manager, award and execution of contract for the performance of preconstruction services. Upon the completion of the design phase of the Project or any portion thereof, the Department will begin negotiation of the costs of the construction phase of the Project with the Construction Manager.

E. WHEREAS, The Construction Manager, named above, was selected by the Department to enter into a contract for the performance of preconstruction services for the Project.

NOW, THEREFORE, in consideration of the sums to be paid to Construction Manager by Department, the foregoing premises and the covenants and agreements set forth herein, the parties hereto hereby agree as follows.

EXHIBITS

Exhibit A – Acronyms and Definitions

Exhibit B – Scope of Work

Exhibit C – Cost Proposal

Exhibit D – Prevailing Wage Determinations

Exhibit E – Supplemental Terms and Conditions for Contracts using ARRA funds

Exhibit F – Small and Disadvantaged Business Enterprise Program

1 OBLIGATIONS OF CONSTRUCTION MANAGER**1.1 Scope of Work**

The work to be performed under this Preconstruction Services Contract is described in Exhibit B. The services shall be performed in Fresno and Sacramento Counties. This Preconstruction Services Contract will commence on the start date February 27, 2014 as presented herein or upon approval by the Department, whichever is later and no work shall begin before that time. This Preconstruction Services Contract is of no effect unless approved by the Department. The Construction Manager shall not receive payment for work performed prior to approval of the Preconstruction Services Contract and before receipt of notice to proceed by the Contract Manager. This Preconstruction Services Contract shall expire on December 31, 2015 or upon execution of the final Construction Contract, whichever is later. The services shall be provided during normal working hours Monday through Friday, except holidays unless otherwise authorized by the Department Contract Manager. The parties may amend this agreement as permitted by law. All inquiries during the term of this Preconstruction Services Contract will be directed to the project representatives identified below:

DEPARTMENT	CONSTRUCTION MANAGER
Contract Manager: Garth Fernandez	Project Manager: George Delano
District/Division: 06/Program-Project Management	Granite Construction Company
Address: 2015 E shields Avenue, A-100 Fresno, CA 93726	Address: 2716 Granite Court Fresno, CA 93706
Phone: (559) 243-8012	Phone: (559) 441-5700
Fax: (559) 243-3426	Fax: (559) 441-5791
e-mail: garth.fernandez@dot.ca.gov	email: george.delano@gcinc.com

1.2 Work Guarantee

Department does not guarantee, either expressly or by implication, that any work or services will be required under this Preconstruction Services Contract nor shall Department be required to enter into any Construction Contract as a result of this Preconstruction Services Contract.

2 LICENSES AND PERMITS

2.1 The Construction Manager shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Preconstruction Services Contract.

2.2 If you are a Construction Manager located within the state of California, you must submit a business license from the city/county in which you are headquartered; however, if you are a corporation, you may submit instead a copy of your incorporation documents/letter from the Secretary of State's Office. If you are a Construction Manager outside the state of California, you must submit to the Department a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

2.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Preconstruction Services Contract, Construction Manager agrees to provide the Department a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Construction Manager fails to keep in effect at all times all required license(s) and permit(s), the Department may, in addition to any other remedies it may have, terminate this Preconstruction Services Contract upon occurrence of such event.

3 CONSTRUCTION MANAGER REPORTS AND/OR MEETINGS

3.1 The Construction Manager shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Manager to determine if the Construction Manager is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

3.2 Progress reports shall identify the total number of hours worked by the Construction Managers' personnel by use of the Department's Work Breakdown Structure ("WBS") level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at: <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

3.3 The Construction Manager's Project Manager shall meet with the Department's Contract Manager as needed to discuss progress on the Preconstruction Services Contract.

4 FUNDING

4.1 It is mutually understood between the parties that this Preconstruction Services Contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

4.2 This Preconstruction Services Contract is valid and enforceable only if sufficient funds are made available to the Department by the United States Government or the California State Legislature for the purpose of this program. In addition, this Preconstruction Services Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Preconstruction Services Contract in any manner.

4.3 It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Preconstruction Services Contract shall be amended to reflect any reduction in funds.

4.4 Pursuant to Government Code 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program that is directly dependent upon the receipt of federal funds by a state agency.

4.5 The Department has the option to void the Preconstruction Services Contract under the 30-day cancellation clause.

5 COMPENSATION AND PAYMENT

5.1 The Construction Manager will be reimbursed for hours worked at the hourly rates specified in the Construction Manager's Cost Proposal, (See Exhibit C). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this agreement. In addition, the Construction Manager will be reimbursed for direct costs, other than salary costs, as shown in the Cost Proposal or as approved by the Contract Manager.

5.2 Construction Manager shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Construction Manager is responsible for paying the appropriate rate, including escalations that take place during the term of the Preconstruction Services Contract.

5.3 A mistake, inadvertence, or neglect by the Construction Manager in failing to pay the correct rates of prevailing wage will be remedied solely by the Construction Manager and will not, under any

circumstances, be considered as the basis of a claim against the Department on the Preconstruction Services Contract.

5.4 Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the Department of Transportation "Caltrans Travel Guide, Consultant/Contractors Travel Policy."

See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>

5.5 To determine allowable incurred Subcontractor costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, the Department will allow Subcontractor costs that are treated by the Construction Manager as accrued due to such costs having been billed to the Construction Manager and recognized by the Construction Manager and the Department as valid, undisputed, due and payable. By submitting accrued but unpaid Subcontractor costs for reimbursement, the Construction Manager agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subcontractor cost shall be paid to the Subcontractor.

5.6 The Construction Manager shall not commence performance nor will payment be made for any work performed prior to approval of this Preconstruction Services Contract by State and written notification to proceed has been issued by the Department's Contract Manager, nor will any payment be made for work performed after the expiration date of this Preconstruction Services Contract. The Construction Manager will be reimbursed monthly in arrears for services satisfactorily rendered and approved by the Department's Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Department's Contract Manager of itemized invoices.

5.7 Invoices shall be submitted showing the Work Breakdown Structure (WBS) level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Invoicing shall include, but are not limited to, the Work Breakdown Structure (WBS) elements listed in Exhibit B for defined/related services and products. Incomplete invoices shall be returned unpaid to the Construction Manager for correction. The Department shall not pay disputed portions of invoices.

5.8 When prevailing wage rates apply, the Construction Manager must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

5.9 The sample invoice format can be found at <http://caltrans-opac.ca.gov/aeinfo.htm>. Invoices shall reference this Preconstruction Services Contract number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Preconstruction Services Contract, due the Department must be reimbursed by the Construction Manager prior to the expiration or termination of this Preconstruction Services Contract. Invoices shall be mailed to the Department's Contract Manager at the following address:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
Garth Fernandez
Program/Project Management
2015 E Shields Avenue, Suite A-100
Fresno, CA 93726

5.10 The final project invoice shall state the final cost and all credits due the Department. The final invoice should be submitted within 60 calendar days after completion of the services.

5.11 Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

a. The total amount payable by the Department, resulting from this Preconstruction Services Contract, shall not exceed \$1,000,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Department may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Preconstruction Services Contract. In no event shall Scope of Work exceed this maximum.

b. Exhibit C, Cost Proposal, is subject to a post award audit. After any post award audit recommendations are received, Exhibit C shall be adjusted by the Construction Manager and approved by the Contract Manager to conform to the audit recommendations. The Construction Manager agrees that individual items of cost identified in the audit report may be incorporated into the Preconstruction Services Contract at the Department's sole discretion. Refusal by the Construction Manager to incorporate the interim audit or post award recommendations will be considered a breach of the Preconstruction Services Contract terms and cause for termination of the Preconstruction Services Contract.

c. Construction Manager, in consultation with Department, shall submit an hourly budget for each of the activities listed in Exhibit B, Scope of Work for Department approval.

6 STATE PREVAILING WAGE REQUIREMENTS

6.1 The Construction Manager shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Preconstruction Services Contract are available and on file with the Department's Regional/District Labor Compliance Officer: (http://www.dot.ca.gov/hq/construc/LaborCompliance/LCO_District_Map.pdf). These wage rates are made a specific part of this Preconstruction Services Contract by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Department construction sites, at Department facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve Department projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

6.2 General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>

6.3 Payroll Records

a. Construction Manager and Subconsultants shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Construction Manager or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

b. The payroll records enumerated under subsection (a) above shall be certified as correct by the Construction Manager under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours

at the principal office of the Construction Manager. The Construction Manager shall provide copies of certified payrolls or permit inspection of its records as follows:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in subsection (a) above, shall be made available for inspection or furnished upon request to a representative of Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Construction Manager.
 - iii. The public shall not be given access to certified payroll records by the Construction Manager. The Construction Manager is required to forward any requests for certified payrolls to the Department Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
- c. Construction Manager shall submit a certified copy of the records enumerated in subsection (a) above, to the entity that requested the records within ten (10) days after receipt of a written request.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Construction Manager awarded the Preconstruction Services Contract or performing the Preconstruction Services Agreement shall not be marked or obliterated.
- e. The Construction Manager shall inform Department of the location of the records enumerated under subsection (a) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- f. The Construction Manager or Subconsultant shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection (a) above. In the event the Construction Manager or Subconsultant fails to comply within the ten-day period, he or she shall, as a penalty to Department, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

6.4 When prevailing wage rates apply, the Construction Manager must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Department Contract Manager.

6.5 **Penalty**

a. The Construction Manager and any Subconsultant under the Construction Manager shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Construction Manager and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Preconstruction Services Contract is made or awarded a penalty of not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Preconstruction Services Contract by the Construction Manager or by any Subconsultant under the Construction Manager in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.

b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Construction Manager or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Construction Manager or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Construction Manager or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Construction Manager or Subconsultant had knowledge of the obligations under the Labor Code. The Construction Manager is responsible for paying the appropriate rate, including any escalations that take place during the term of the Preconstruction Services Contract.

c. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Construction Manager or Subconsultant.

d. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Construction Manager of the project is not liable for the penalties described above unless the Construction Manager had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Construction Manager fails to comply with all of the following requirements:

- i. The Preconstruction Services Contract executed between the Construction Manager and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- ii. The Construction Manager shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- iii. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Construction Manager shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- iv. Prior to making final payment to the Subconsultant for work performed on the public works project, the Construction Manager shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

e. Pursuant to Section 1775 of the Labor Code, Department shall notify the Construction Manager on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

f. If Department determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Construction Manager shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Department.

6.6 **Hours of Labor**

Eight (8) hours labor constitutes a legal day's work. The Construction Manager shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Preconstruction Services Contract by the Construction Manager or any Subconsultant under the

Construction Manager for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

6.7 **Employment of Apprentices**

a. Where any contract or the subcontract exceeds \$30,000, the Construction Manager and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

b. Construction Manager and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The Construction Manager is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

7 **FEDERAL REQUIREMENTS**

7.1 **Federal Prevailing Wages**

a. The work herein proposed will be financed in whole or in part with Federal funds; therefore, all of the statutes, rules, and regulations promulgated by the Federal government are applicable to work financed in whole or in part with Federal funds and will be applicable to work performed at a construction project site.

b. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Preconstruction Services Contract and are made a part of the Preconstruction Services Contract.

c. When prevailing wage rates apply, the Construction Manager must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Department Contract Manager.

d. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

7.2 **Federal-Aid Projects**

a. Federal Requirements for Federal-Aid Construction Projects provisions shall apply to this Preconstruction Services Contract and are made a part of the Preconstruction Services Contract.

7.3 **American Recovery and Reinvestment Act (ARRA) Section 902**

Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. Construction Manager shall comply with Supplemental Terms and Conditions for Contracts Using ARRA Funds set forth in Exhibit E.

8 COST PRINCIPLES

8.1 The Construction Manager agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost. The Construction Manager also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

8.2 Any costs for which payment has been made to the Construction Manager that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Construction Manager to the Department.

9 CONTINGENT FEE

The Construction Manager warrants, by execution of this Preconstruction Services Contract, that no person or selling agency has been employed or retained to solicit or secure this Preconstruction Services Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Construction Manager for the purpose of securing business. For breach or violation of this warranty, the Department has the right to annul this Preconstruction Services Contract without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Preconstruction Services Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10 INDEMNIFICATION

With the exception that this section shall in no event be construed to require indemnification by the Construction Manager to a greater extent than permitted by law, the Construction Manager shall defend, indemnify and hold harmless the State and the Department, including its officers, directors, agents and employees, and each of them ("Indemnitees") from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims"), arising out of or in connection with the Construction Manager's performance of this contract due to negligent or intentional acts, errors, or omissions of the Construction Manager. The Construction Manager will reimburse the Department for any expenditure, including reasonable attorney fees, incurred by the Department in defending against claims ultimately determined to be due to negligent or intentional acts, errors, or omissions of the Construction Manager.

11 CHANGES IN ORGANIZATION

11.1 There shall be no change in the Construction Manager's Project Manager or other Key Personnel, as listed in Exhibit E and the Cost Proposal, without prior written approval by the Department's Contract Manager. If the Construction Manager obtains approval from the Department's Contract Manager to add or substitute personnel, the Construction Manager must provide the Personnel Request Form, a copy of the resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

12 DISPUTES

12.1 The Construction Manager shall continue with the responsibilities under this Preconstruction Services Contract during any work dispute. Any dispute, other than audit, concerning a question of fact arising under this Preconstruction Services Contract that is not disposed of by agreement shall be decided by a committee consisting of the Contract Manager and the Departmental Contract Officer who may consider written or verbal information submitted by the Construction Manager.

12.2 Any dispute, other than audit, not resolved by the committee consisting of the Contract Manager and Departmental Contract Officer may be reviewed by the Construction Manager Claims Review Committee (“CCRC”). The CCRC will consist of the Division Chief of Design (Chairperson), Division Chief of Construction and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

12.3 Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate (“PS&E”) and all work under the Preconstruction Services Contract, the Construction Manager may request review by the CCRC of unresolved claims or disputes. The request for review will be submitted in writing through the Departmental Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for the Department. Neither the pendency of a dispute nor its consideration by the committee will excuse the Construction Manager from full and timely performance in accordance with the terms of this Preconstruction Services Contract.

13 **TERMINATION, TERMINATION FOR CONVENIENCE OR SUSPENSION**

13.1 The Department reserves the right to terminate this Preconstruction Services Contract immediately in the event of breach or failure of performance by the Construction Manager, or upon thirty (30) calendar days written notice to the Construction Manager if terminated for the convenience of the Department.

13.2 The Department may terminate this Preconstruction Services Contract and be relieved of any payments except as provided for under early termination should the Construction Manager fail to perform the requirements of this Preconstruction Services Contract at the time and in the manner herein provided. In the event of such termination, the Department may proceed with the work in any manner deemed proper by the Department. All costs to the Department shall be deducted from any sum due the Construction Manager under this Preconstruction Services Contract and the balance, if any, shall be paid to the Construction Manager upon demand.

13.3 In the event this Preconstruction Services Contract is terminated or suspended, the Construction Manager shall be paid for all billable hours and allowable direct costs accrued as of the date of termination or suspension and for termination costs. No billable costs will be considered payable under the Preconstruction Services Contract during suspension.

13.4 Within 30 days of the date the Construction Manager is notified of the early termination of this Preconstruction Services Contract for the convenience of the Department, the Construction Manager shall prepare and submit to the Contract Manager, for approval, two (2) separate supplemental cost proposals which includes a final revised cost proposal for all project-related costs for the revised termination date, and a cost proposal specifically addressing the termination settlement costs only.

13.5 **Construction Manager’s Deliverables**

The Construction Manager shall provide all project-related documents and correspondence required as part of the Scope of Work. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by the Department, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Construction Manager and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

13.6 Invoice Submittal

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date the Construction Manager is notified of acceptance of the final cost proposals by the Contract Manager. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Preconstruction Services Contract; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Preconstruction Services Contract, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

13.7 Termination Issues for Subcontractors, Suppliers, and Service Providers

The Construction Manager shall notify any Subcontractor and service or supply vendor providing services under this Preconstruction Services Contract of the early termination date of this Preconstruction Services Contract. Failure to notify any Subcontractor and service or supply vendor shall result in the Construction Manager being liable for the termination costs incurred by any Subcontractor and service or supply vendor for work performed under this Preconstruction Services Contract, except those specifically agreed to in the termination notice to the Construction Manager.

13.8 Cost Principles

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Preconstruction Services Contract terminations.

13.9 Dispute Resolution

Disputes under early termination conditions shall be resolved in accordance with Section 9 “Disputes” of this Contract.

13.10 Audit Review

Audit review procedures shall be in accordance with Article 13 (Retention of Records/Audits: Review Procedures).

13.11 Construction Manager Claims

The Construction Manager agrees to release the Department from any and all further claims for services performed arising out of this Preconstruction Services Contract or its early termination, upon acceptance by the Construction Manager of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Preconstruction Services Contract.

14 NON-DISCRIMINATION AND STATEMENT OF COMPLIANCE

14.1 During the performance of this agreement, the Construction Manager and its Subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Construction Manager and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Construction Manager and Subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et

seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Preconstruction Services Contract by reference and made a part hereof as if set forth in full. The Construction Manager and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

14.2 The Construction Manager shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Preconstruction Services Contract.

14.3 The Construction Manager's signature to this Preconstruction Services Contract and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Construction Manager has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

15 RETENTION OF RECORD/AUDITS; REVIEW PROCEDURES

15.1 For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Preconstruction Services Contract pursuant to Government Code Section 8546.7, the Construction Manager, Subcontractors, and the Department shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Preconstruction Services Contract, including but not limited to, the costs of administering the Preconstruction Services Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Preconstruction Services Contract period and for three (3) years from the date of final payment under the Preconstruction Services Contract or from the date of final payment for the associated HST project, whichever is later. The Department, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Construction Manager that are pertinent to the Preconstruction Services Contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

15.2 Any dispute concerning a question of fact arising under an interim or post audit of this Preconstruction Services Contract that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director of Audits & Investigation (Chairperson); Deputy Director of Project Delivery; the Director of Legal Services or their designated alternates; and two (2) representatives from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.

15.3 Not later than 30 days after issuance of an interim or final audit report, the Construction Manager may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the Chief Deputy Director or their designated alternate. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.

15.4 Neither the pendency of a dispute nor its consideration by Department will excuse the Construction Manager from full and timely performance, in accordance with the terms of this Preconstruction Services Contract.

16 SUBCONTRACTING

16.1 Nothing contained in this Preconstruction Services Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subagreement shall relieve the Construction Manager of its responsibilities and obligations hereunder. The Construction Manager agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Construction Manager. The Construction Manager's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Construction Manager.

16.2 The Construction Manager shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Department's Contract Manager, except that which is expressly identified in the Construction Manager's Cost Proposal.

16.3 Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Construction Manager by the State.

16.4 Any substitution of subcontractors must be approved in writing by the Department's Contract Manager in advance of assigning work to a substitute subcontractor.

17 EQUIPMENT PURCHASE

17.1 Prior authorization in writing by the Contract Manager shall be required before the Construction Manager enters into any non-budgeted purchase order or subagreement exceeding \$500.00 for supplies, equipment, or Construction Manager services. The Construction Manager shall provide an evaluation of the necessity or desirability of incurring such costs.

17.2 For purchase of any item, service or consulting work not covered in the Construction Manager's Cost Proposal and exceeding \$500.00, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

17.3 The Construction Manager shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Preconstruction Services Contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to the Department on request by the Department.

17.4 At the conclusion of the Preconstruction Services Contract or if the Preconstruction Services Contract is terminated, the Construction Manager may either keep the equipment and credit the Department in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Construction Manager elects to keep the equipment, fair market value shall be determined, at the Construction Manager's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the Department and the Construction Manager. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Department.

17.5 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

18 INSPECTION OF WORK

The Construction Manager and any Subcontractors shall permit the Department and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this Preconstruction Services Contract including review and inspection on a daily basis.

19 SAFETY

19.1 The Construction Manager shall comply with OSHA regulations applicable to the Construction Manager regarding necessary safety equipment or procedures. The Construction Manager shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Construction Manager's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.

19.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Construction Manager shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Construction Manager shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

19.3 The Construction Manager or Subcontractor(s) must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

20 INSURANCE

20.1 The Construction Manager shall furnish to the Department, certificates of insurance for the minimum coverage set forth below. The Construction Manager shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A- or better with a Financial Size Category of VI or better. The required insurance shall be provided by carriers authorized or approved to do business in California.

20.2 Types and Amount of Coverage

a. Workers Compensation (statutory) and Employers Liability Insurance must meet the following requirements:

- i. \$1,000,000 for bodily injury for each accident;
- ii. \$1,000,000 policy limit for bodily injury by disease;
- iii. \$1,000,000 for each employee for bodily injury by disease.
- iv. If there is an exposure injury to the Construction Manager's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- v. If work is performed on State owned or controlled property the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.

b. Commercial General Liability insurance must meet the following requirements:

- i. \$1,000,000 per occurrence;
- ii. \$2,000,000 products completed operations aggregate;

c. \$2,000,000 general aggregate which shall apply separately to the Construction Manager's work under this Preconstruction Services Contract by evidencing a per project aggregate endorsement separately attached to the certificate of insurance

- i. The policy shall include coverage for liabilities arising out of premises, operations, independent consultants, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Consultant's limit of liability. The policy must include:
- ii. Department, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this Agreement.
- iii. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

d. Automobile liability, including owned, non-owned and hired autos, with limits not less than \$1,000,000.00 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

e. A \$1,000,000.00 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

20.3 The insurance above shall be maintained in effect at all times during the term of this Preconstruction Services Contract. If the insurance expires during the term of the Preconstruction Services Contract, a new certificate must be submitted to Department Contract Manager no less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for the Department to terminate this Preconstruction Services Contract for cause, in addition to any other remedies the Department may have available. Inadequate or lack of insurance does not negate the Construction Manager's obligations under this Contract.

20.4 The Construction Manager shall provide to the Department Contract Manager within five (5) business days following receipt by Construction Manager a copy of any cancellation or non-renewal of insurance required by this Preconstruction Services Contract. In the event Construction Manager fails to keep in effect at all times the specified insurance coverage, Department may, in addition to any other remedies it may have, terminate this Preconstruction Services Contract upon the occurrence of such event, subject to the provisions of the Preconstruction Services Contract.

20.5 Any required endorsements requested by Department must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

20.6 Any required insurance contained in this Contract shall be primary and not in excess of or contributory to any other insurance carried by Department.

20.7 The Certificates of Insurance shall provide:

a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the Department.

b. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Preconstruction Services Contract are concerned and only for the General Liability and Automobile Liability coverage required in this Preconstruction Services Contract.

20.8 The Department will not be responsible for any premiums or assessments on the policy.

20.9 The Construction Manager shall require all Subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Department of the subcontracted work. Notwithstanding any coverage requirements for Subconsultants, the Construction Manager shall be responsible for ensuring sufficient insurance coverage for all work performed under the Preconstruction Services Contract, including the work of Subconsultants.

21 OWNERSHIP OF DATA

21.1 Upon completion of all work under this Preconstruction Services Contract, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Preconstruction Services Contract will automatically be vested in the Department and no further agreement will be necessary to transfer ownership to the Department. The Construction Manager shall furnish the Department all necessary copies of data needed to complete the review and approval process.

21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Preconstruction Services Contract has been entered into.

21.3 The Construction Manager is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Department of the machine readable information and data provided by the Construction Manager under this agreement; further, the Construction Manager is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Department of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Construction Manager.

22 CLAIMS FILED BY DEPARTMENT'S CONSTRUCTION CONTRACTOR

22.1 The provisions of Sections 22.2 through 22.4 only apply in the event that the Department and Construction Manager do not reach agreement on a Guaranteed Maximum Price and the Department awards a construction contract for the delivery of the Project through an open bid process per Article 35 to an entity other than the Construction Manager.

22.2 If claims are filed by the Department's construction contractor relating to work performed by the Construction Manager's personnel and additional information or assistance from the Construction Manager's personnel is required in order to evaluate or defend against such claims, the Construction Manager agrees to make its personnel available for consultation with the Department's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

22.3 The Construction Manager's personnel that the Department considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the Department. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Construction Manager's personnel services under this Preconstruction Services Contract.

22.4 Services of the Construction Manager's personnel in connection with the Department's construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

23 CONFIDENTIALITY OF DATA

23.1 All financial, statistical, personal, technical, or other data and information relative to the Department's operations, which is designated confidential by the Department and made available to the

Construction Manager in order to carry out this Preconstruction Services Contract, shall be protected by the Construction Manager from unauthorized use and disclosure.

23.2 Permission to disclose information on one occasion or public hearing held by the Department relating to this Preconstruction Services Contract shall not authorize the Construction Manager to further disclose such information or disseminate the same on any other occasion.

23.3 The Construction Manager shall not comment publicly to the press or any other media regarding this Preconstruction Services Contract or the Department's actions on the same, except to the Department's staff, Construction Manager's own personnel involved in the performance of this Preconstruction Services Contract, at public hearings, or in response to questions from a Legislative committee.

23.4 The Construction Manager shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Preconstruction Services Contract without prior review of the contents thereof by the Department and receipt of the Department's written permission.

23.5 All information related to the construction estimate is confidential and shall not be disclosed by the Construction Manager to any entity, other than the Department.

23.6 Subject to the California Records Act (California Government Code §§ 6250 et seq.), the Department has taken measures to protect the confidentiality of the negotiations related to the construction estimate. Every person involved in the process shall sign a confidentiality and nondisclosure agreement. However, under no circumstances will the Department be responsible or liable to the Construction Manager or any other party as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of Department or its respective officers, employees, contractors, or consultants.

23.7 In the event Department is requested to disclose any of the materials identified by the Construction Manager as confidential, Department will promptly notify the Construction Manager so that Proposer may seek a protective order or other appropriate remedy. If the Construction Manager wishes to protect the materials from disclosure, the Construction Manager shall seek court protection immediately on an emergency basis. In the event that such protective order or other remedy is not sought by the Construction Manager within seven (7) days after the Construction Manager receives notice from Department, Department will be free to release the requested information. Department will consider the Construction Manager to have waived any claim of confidentiality and exemption from public disclosure for any materials not identified as confidential. Construction Managers are advised to consult with their legal counsel regarding the scope and provisions of the Public Records Act.

24 EVALUATION OF CONSTRUCTION MANAGER

The Construction Manager's performance will be evaluated by the Department of Transportation. A copy of the evaluation will be sent to the Construction Manager for comments. The evaluation, together with the comments, shall be retained by the Department.

25 DEBARMENT AND SUSPENSION CERTIFICATION

The Construction Manager's signature to this Preconstruction Services Contract shall constitute a certification under penalty of perjury under the laws of the State of California that the Construction Manager or any person associated therewith in the capacity of owner, partner, director, officer or manager:

a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to this certification must be disclosed to the Department of Transportation. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply the initiating agency, and the dates of agency action.

26 CONFLICT OF INTEREST

26.1 During the term of this Preconstruction Services Contract, the Construction Manager shall disclose any financial, business, or other relationship with Department that may have an impact upon the outcome of this Preconstruction Services Contract or any ensuing Department construction project. The Construction Manager shall also list current clients who may have a financial interest in the outcome of this Preconstruction Services Contract or any ensuing Department construction project which will follow.

26.2 The Construction Manager hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

26.3 Except for Subcontractors whose services are limited to providing surveying or materials testing information, no Subcontractor who has provided design services in connection with this Preconstruction Services Contract shall be eligible to bid on any Contract to provide construction inspection for any construction project resulting from this Preconstruction Services Contract.

27 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Construction Manager warrants that this Preconstruction Services Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any Department agency employee. For breach or violation of this warranty, the Department shall have the right, in its discretion, to terminate this Preconstruction Services Contract without liability, to pay only for the value of the work actually performed, or to deduct from this Preconstruction Services Contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

28 PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

The Construction Manager certifies, to the best of his or her knowledge and belief, that:

28.1 No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Construction Manager, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

28.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Preconstruction Services Contract, grant, loan, or cooperative agreement, the

Construction Manager shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

28.4 The Construction Manager also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

29 COMPLIANCE WITH REGULATIONS

The Construction Manager shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

30 NON-DISCRIMINATION

The Construction Manager, with regard to the work performed by it during the Preconstruction Services Contract shall act in accordance with Title VI. Specifically, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Construction Manager shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Preconstruction Services Contract covers a program whose goal is employment.

31 SOLICITATIONS FOR SUBAGREEMENTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding or negotiation made by the Construction Manager for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Construction Manager of the Construction Manager's obligations under this Preconstruction Services Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

32 INFORMATION AND REPORTS

The Construction Manager shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Construction Manager is in the exclusive possession of another who fails or refuses to furnish this information, the Construction Manager shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

33 SANCTIONS FOR NONCOMPLIANCE

In the event of the Construction Manager's noncompliance with the nondiscrimination provisions of this Preconstruction Services Contract, the State Department of Transportation shall impose such Preconstruction Services Contract sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Construction Manager under the Preconstruction Services Contract until the Construction Manager complies, and/or
- b. Cancellation, termination or suspension of the Preconstruction Services Contract, in whole or in part.

34 SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Construction Manager shall comply with the Authority's Small and Disadvantaged Business Enterprise Program which establishes an overall 30 percent goal for small business utilization in the Authority's contracting and procurement program. The Construction Manager shall also comply with 41 C.F.R. Part 60, Best Practices of 49 CFR Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

For more detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including Small Business utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies and other performance related factors, refer to the Authority's Small and Disadvantaged Business Enterprise Program, included and made a part of the Preconstruction Services Contract (Exhibit F).

35 NEGOTIATION OF CONTRACT FOR CONSTRUCTION SERVICES

35.1 Subject to Section 35.6 and provided that (i) this Agreement remains in effect and has not been terminated; (ii) the Construction Manager is not in default under this Agreement; (iii) no event has occurred that, with the giving of notice or expiration of a cure period, would constitute a default under this Agreement; (iv) the Construction Manager has satisfactorily performed the Services under this Agreement; and (v) the Construction Manager remains eligible to construct the Project and the Construction Manager has assumed overall responsibility for ensuring that the preconstruction of the Project is completed in a satisfactory manner, the Construction Manager shall have the right to negotiate with the Department for a contract for construction of the Project or, as directed by the Department, in its sole discretion, a portion thereof.

35.2 Subject to Section 35.1 and as more particularly described in Exhibit B – Scope of Services, the Construction Manager shall provide a Construction GMP bid to the Department when the Department determines, in its sole discretion, that design for the Project, or a portion thereof, is sufficiently finalized to enable a determination of the provable cost of the Project or portion thereof. The Construction GMP bid for the Project, or a portion thereof, shall be in the form specified in, and comply with the requirements of, Exhibit B. The Construction Manager's Construction GMP bid shall include all relevant information necessary to fully support the bid. The Construction Manager shall meet with the Department and other entities and stakeholders identified by the Department, which may include, but are not limited to, the Department's designer, the independent cost estimator and others, to review the Construction Manager's Construction GMP bid and, as directed by the Department, negotiate a contract for construction of the Project or a portion thereof (the "Construction Contract"). The Construction GMP bid and negotiation process for a Construction Contract shall be undertaken in a manner consistent with the provisions of Exhibit B – Scope of Services and this Agreement. The negotiations between the parties hereof concerning a Construction Contract shall be on an open book basis (including allowing the

Department to review all underlying assumptions, documents, and data associated with pricing and financial terms). It is the express intent of the parties hereto that the Department shall be provided such information as is necessary, in the Department's sole discretion, to satisfy the Department as to the reasonableness of the amount and that the Construction Manager's pricing and other financial terms for construction are fair and reasonable.

35.3 Subject to Section 35.6, and no later than 30 days from the post-negotiation of the Construction Contract, the Construction Manager shall:

- a. Notify Department in writing of the name and address of its agent for service of legal process for this Project. The Construction Manager shall not change this authorized agent without prior written notice to Department;
- b. Notify Department in writing of the Construction Manager's Federal Internal Revenue Service Employer Identification Number;
- c. Provide evidence that the Construction Manager and Key Personnel hold all qualifications and licenses for the performance of the Scope of Work; and
- d. Deliver drafts of the deliverables for final award for review and pre-approval by Department prior to delivery, as identified in Article 35.

35.4 Delivery by the Construction Manager of (i) Payment and Performance Bonds in an amount equal to one hundred percent (100%) of the accepted bid amount; (ii) evidence of insurance in the forms, coverages and amounts set forth in the Construction Contract; (iii) evidence of authority to execute the Construction Contract as a valid, binding and enforceable agreement with respect to the Construction Manager; and (iv) such other items and documents as are requested by the Department shall also be required and shall be conditions of execution and award of a Construction Contract.

35.5 The Department and the Construction Manager recognize that for federally-funded projects, project authorization must be obtained from FHWA prior to execution and delivery of a Construction Contract, that FHWA will require, as a critical prerequisite to issuance of project authorization, assurance that a price reasonableness process in accordance with 23 CFR § 636.302 was followed, and that the agreement includes appropriate terms and conditions regarding pricing, payment, change orders, and audit rights, as well as assurance regarding compliance with requirements applicable to federal-aid contracts. Completion of the price reasonableness process and authorization from FHWA are conditions precedent for the Department to enter into any Construction Contract with the Construction Manager. As a further condition precedent for the Department to enter into any Construction Contract with the Construction Manager, the Construction Manager shall have provided such additional information as the Department requests and shall have otherwise cooperated with the Department so as to allow the Department, in its sole discretion, to make a determination that the pricing and other financial terms of the Construction Contract are fair and reasonable.

35.6 If negotiations for a Construction Contract are not successful and the Construction GMP bid, scope of work or other terms and conditions of a Construction Contract are not acceptable to the Department, in its sole discretion, the Department reserves the right to terminate negotiations with the Construction Manager and place the Project, or a portion thereof, for open bid in accordance with the State Contract Act or otherwise deliver the Project, or a portion thereof, in such manner as the Department, in its sole discretion, determines. In this case, the Construction Manager will be compensated for the Services pursuant to the terms of this Agreement and the Department will have no further obligations or liabilities to the Construction Manager. If the Department utilizes the open bid process, the Construction Manager shall not be entitled to bid on the Project, or the portion thereof, through the open bid procedure.

35.7 This Agreement does not obligate the Department to enter into any subsequent agreement(s) for construction or construction services for the Project. In addition, the Department reserves the right, in its sole discretion, to not construct the Project, or any portion thereof. Any construction contract related to the Project, or a portion thereof, will be awarded in accordance with the State Contract Act.

35.8 The specific form of a Construction Contract for the Project, or a portion thereof, shall be negotiated in connection with the Construction GMP bid process as described herein. Notwithstanding the foregoing, except as otherwise agreed to or required by the Department, in its sole discretion, the provisions set forth in FHWA 1273 (Revised May 1, 2012) Required Contract Provisions Federal-Aid Construction Contract shall be incorporated into the Construction Contract and apply to the construction of the Project.

35.9 The Construction Manager shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The Construction Manager shall notify all potential subcontractors and suppliers of his/her equal employment opportunity (“EEO”) obligations under each Construction Contract.

b. DBEs, as defined in 49 CFR Part 23, shall have equal opportunity to compete for and perform subcontracts which the Construction Manager enters into pursuant to a Construction Contract. The Construction Manager will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from the Department.

c. The Construction Manager will use its best efforts to ensure subcontractor compliance with their EEO obligations.

35.10 The Construction Manager shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of each Construction Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the FHWA. The records kept by the Construction Manager shall document the following:

a. The number of minority and non-minority group members and women employed in each work classification on the Project;

b. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

d. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

36 INCLUSION OF PROVISIONS IN SUBCONTRACTS

Each subcontract shall include terms and conditions sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Preconstruction Services Contract, and shall include provisions addressing the following requirements as well as any other terms that are specifically required by the Preconstruction Services Contract to be included therein. Each Subcontract shall include terms that are substantially similar to those terms, as applicable, required by Article 6 (Cost Principles), Article 7 (State Prevailing Wages), Article 8 (Federal Prevailing Wages), Article 13 (Retention of Records/Audits; Review Procedures), Article 14 (Subcontracting), Article 15 (Equipment Purchase), Article 17 (Safety), Article 19 (Ownership of Data), Article 20 (Claims Filed by Department’s Construction Contractor),

Preconstruction Services Contract

Construction Manager/General Contractor (CMGC)

Article 21 (Confidentiality of Data), Article 24, Conflicts of Interest, and Article 34 (Small Business and Disadvantaged Business Enterprise Program).

37 MISCELLANEOUS PROVISIONS

37.1 Amendments

The Contract may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

37.2 Time is of Essence

Time is of the essence for this Preconstruction Services Contract.

37.3 Waiver

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Preconstruction Services Contract at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any term, covenant or condition of the Preconstruction Services Contract shall be valid unless in writing and signed by the party providing the waiver.

37.4 Independent Contractor

Construction Manager is an independent contractor, and nothing contained in the Preconstruction Services Contract shall be construed as constituting any relationship with Department other than that of Project owner and independent contractor. In no event shall the relationship between Department and Construction Manager be construed as creating any relationship whatsoever between Department and any of Construction Manager's employees. Neither Construction Manager nor any of its employees is or shall be deemed to be an employee of Department. Except as otherwise specified in the Preconstruction Services Contract, Construction Manager has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other persons that Construction Manager or any subcontractor hires or engages to perform or assist in performing the Scope of Work.

37.5 Successors and Assigns

The Preconstruction Services Contract shall be binding upon and inure to the benefit of Department and Construction Manager and their permitted successors, assigns and legal representatives. Construction Manager shall not otherwise sublet, transfer, assign or dispose of any portion of Preconstruction Services Contract, or delegate any of its duties hereunder, except with Department's prior Approval. Construction Manager's assignment or delegation of any of its Scope of Work under the Preconstruction Services Contract shall be ineffective to relieve Construction Manager of its responsibility for the Scope of Work assigned or delegated, unless Department, in its sole discretion, has Approved such relief from responsibility. Any assignment of money shall be subject to all proper set-offs and withholdings in favor of Department and to all deductions provided for in Preconstruction Services Contract. No partner, joint venturer, member or shareholder of Construction Manager may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in Construction Manager without the prior Approval of Department, in Department's sole discretion. Department may assign all or part of its right, title and interest in and to Preconstruction Services Contract, including rights with respect to the Payment and Performance Bond, any Guaranty and any other performance security provided, to any Person with the prior written approval of Construction Manager.

37.6 Survival

Construction Manager's representations and warranties, the dispute resolution provisions contained in Article 12, and all other provisions which by their inherent character should survive termination of the Preconstruction Services Contract, shall survive the termination of Preconstruction Services Contract.

37.7 Limitation on Third-Party Beneficiaries

It is not intended by any of the provisions of the Preconstruction Services Contract to create any third-party beneficiary hereunder, or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Except as otherwise provided, the duties, obligations and responsibilities of the parties to the Preconstruction Services Contract with respect to third parties shall remain as imposed by law. The Preconstruction Services Contract shall not be construed to create a contractual relationship of any kind between Department and a Subcontractor or any other person except Construction Manager.

37.8 No Personal Liability

Department's authorized representatives are acting solely as agents and representatives of Department when carrying out the provisions of or exercising the power or authority granted to them under the Preconstruction Services Contract. They shall not be liable either personally or as employees of Department for actions in their ordinary course of employment. No agent, consultant, officer or employee of Department shall be personally responsible for any liability arising under Preconstruction Services Contract.

37.9 Notices and Communications

Notices under the Preconstruction Services Contract shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by via telephone communication followed by a hardcopy or with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person). All correspondence with Construction Manager shall be sent to Construction Manager's Project Manager or as otherwise directed by such Project Manager. The address for such communications shall be:

Granite Construction Company
2716 Granite Court
Fresno, CA 93706
Attn: George Delano
Telephone: (559) 441-5700
Fax: (559) 441-5791

Department of Transportation
2015 E Shields Avenue, Suite A-100
Fresno, CA 93726
Attn: Garth Fernandez
Telephone: (559) 243-8012
Fax: (559) 243-3426

In addition, copies of all notices regarding disputes, termination and default notices shall be delivered to the following persons:

Construction Manager
4001 Bradshaw Road
Sacramento, CA 95827
Attn: Mike Tatusko, Vice President
Telephone: (916) 369-4402
Fax: (916) 369-0429

Department of Transportation
1120 N Street, MS-57
Sacramento, CA 95814
Attn.: Kristina Assouri, LLM
Telephone: (916) 654-2630
FAX: (916) 654-6128

37.10 Further Assurances

Construction Manager shall promptly execute and deliver to Department all such instruments and other documents and assurances as are reasonably requested by Department to further evidence the obligations of Construction Manager hereunder, including assurances regarding assignments of Subcontractors contained herein.

37.11 Severability

If any clause, provision, section or part of Preconstruction Services Contract is ruled invalid by a court of competent jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to Preconstruction Services Contract to account for any change in the Scope of Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of Preconstruction Services Contract, which shall be construed and enforced as if Preconstruction Services Contract did not contain such invalid or unenforceable clause, provision, section or part.

37.12 Headings

The captions of the sections of the Preconstruction Services Contract are for convenience only and shall not be deemed part of Preconstruction Services Contract or considered in construing Preconstruction Services Contract.

37.13 Governing Law

The Preconstruction Services Contract shall be governed by and construed in accordance with the law of the State, without regard to conflict of law principles.

37.14 Limit of Liability

Notwithstanding anything to the contrary contained herein, the State's liability for payment extends only to the amount actually appropriated for the purpose of the Project.

37.15 Entire Agreement

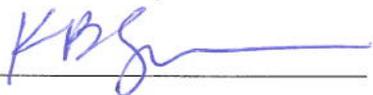
The Preconstruction Services Contract contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

37.16 Counterparts

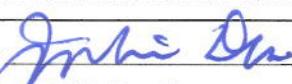
This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

SIGNATURES TO FOLLOW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

DIRECTOR: Date: <u>February 27</u> , 2014 By: <u></u> Authorized Signature
APPROVED AS TO FORM AND EXECUTION: Date: <u>2/27</u> , 2014 By: <u></u>

CONSTRUCTION MANAGER

By: GRANITE CONSTRUCTION COMPANY
By: <u></u>
Name: <u>Jigisha Desai</u>
Title: <u>Vice President</u>
Date: <u>February 24</u> , 2014

Contractor License No.: 89

Exhibit A -- Acronyms and Definitions

A.1 Acronyms

ARC	Audit Review Committee
CCRC	Construction Manager Claims Review Committee
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise
FHWA	Federal Highway Administration, U.S. Department of Transportation
GMP	Guaranteed Maximum Price
OSHA	Occupational Safety & Health Administration
WBS	Work Breakdown Structure

A.2 Definitions

Authority	California High Speed Rail Authority.
Business Day	Day on which Department is officially open for business.
Calendar Day	Every day shown on the calendar, beginning and ending at midnight.
Caltrans	The California Department of Transportation.
Claim	A separate demand by Construction Manager for (a) a time extension which is disputed by Department, or (b) payment of money or damages arising from work done by or on behalf of Construction Manager in connection with the Contract which is disputed by Department. A Claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order or Contract amendment signed by all parties.
Construction Contract	The written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the construction of the Project, including, but not limited to, the performance of the Work, the furnishing of labor, materials, and equipment, and the basis of payment.
Contract	Depending on the context, (a) the Preconstruction Services Contract, or (b) the Construction Contract.
Contract Documents	The term “Contract Documents” shall mean this Preconstruction Services Contract including all exhibits thereto.
Contract Manager	Department’s representative as identified in <u>Section 1.1</u> .
Cost Proposal	Construction Manager’s proposed reimbursement rates as described in <u>Section 5.1</u> and attached as <u>Exhibit C</u> for performing the Work under this Preconstruction Services Contract.
Day	References to “days” or “Days” shall mean Calendar Days unless otherwise specified, provided that if the date to perform any act or give any notice specified in the Contract Documents (including the last date for performance or provision of notice “within” a specified time period) falls on a non-Business Day, such act or notice may be timely performed on the next succeeding day which is a Business Day.
Department	The Department of Transportation of the State of California, as created by law.
Construction Contract	The written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the construction of the Project or portion thereof, including, but not limited to, the performance of the Work, the furnishing of labor, equipment, and materials, and the basis of payment.

Construction Manager/General Contractor Pilot Program	The State’s construction manager/general contractor pilot program created under Assembly Bill No. 2498 (second extraordinary session), signed by Governor Brown on September 29, 2012, and codified in California Public Contract Code §6700 <i>et seq.</i>
Construction Manager	The meaning set forth in the first page of the Preconstruction Services Contract.
Construction Manager’s Project Manager	The person designated by Design-Builder to supervise the Project and to receive delivery of notices to Construction Manager per Section 1.1 of the Preconstruction Services Contract.
Director	The Director of the California Department of Transportation, or the chief executive of the department or agency constituted for administration of the Work within its jurisdiction.
Disabled Veteran Business Enterprise	A for-profit small business concern that is at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.
Disadvantaged Business Enterprise	A for profit small business concern as defined in 49 CFR Part 26.
Guaranteed Maximum Price	Negotiated price between Department and Construction Manager for construction of the Project or portion thereof.
Holidays	Those days designated as State holidays in the Government Code.
Key Personnel	The persons listed in <u>Exhibit E</u> , subject to revision in accordance with the Contract.
Person	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization or Governmental Person, including Department.
Preconstruction Services Contract	This written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the performance of certain services during the design phase including, but not limited to, scheduling, pricing, and phasing to assist the Department to design a more constructible Project.
Project	State Route 99 Realignment Project and all other Work product to be provided by Construction Manager in accordance with the Contract Documents.
Small Business	A for-profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and the California Department of General Services for certification as a Small Business.

State	The State of California acting through its elected officials and their authorized representative, or the State of California in the geographic sense, depending on the context.
Subcontract	Any subcontract to perform any part of the Work or provide any Materials, equipment or supplies for any part of the Work between Construction Manager and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.
Subcontractor or Subconsultant	Any Person with whom Construction Manager has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.
Scope of Work, Work	All duties and services to be furnished and provided by Construction Manager as required by the Contract Documents, including the administrative, quality control, quality assurance, procurement, legal, professional, manufacturing, supply, installation, supervision, management, testing, verification, labor, materials, equipment, documentation and all other efforts necessary or appropriate to complete the Scope of Work contained in <u>Exhibit B</u> except for those efforts which the Contract specify will be performed by Department or other Persons. In certain cases the term is also used to mean the products of the Work.
Work Breakdown Structure	A deliverable-oriented grouping of Project components that organizes and defines the total scope of the Project. The Department's standard WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at: http://www.dot.ca.gov/hq/projmgmt/guidance.htm .

Exhibit B – Scope of Work

Exhibit B Scope of Work

1.0 Introduction

As a project team member, the Construction Manager will provide input on schedule, phasing, constructability, materials availability, cost, etc. throughout the development of the project. Construction Manager tasks will include the following.

2.0 Preconstruction Tasks

The Construction Manager's tasks during the design phase include the following:

2.1 Task 1: Project Team Kickoff Workshop

The Construction Manager shall collaboratively work with the Department Project Manager to plan, attend, and actively participate as a member of the Project Team in the Project Team kickoff workshop to be led by the Department. The Project Team kickoff workshop may include discussion of the following:

1. Introduction to the Project, the CM/GC delivery method, the partnering process, and the Project stakeholders
2. Presentation of Project elements and the Project scope
 - a. Presentation of Project updates, including but not limited to status, goals, objectives, etc.
 - b. Project information, including relevant plans, specifications, studies, and reports
3. Project schedule and major milestones
 - a. Project Team meetings
 - b. Major Project activities
4. Identification of roles and responsibilities for the Project Team
 - a. Construction Manager/General Contractor Pilot Program Team
 - b. Project Development Team
 - c. Construction Manager
 - d. Independent Cost Estimator (ICE)
5. Process for design input
 - a. Innovation
 - b. Project Engineer's needs
6. Communications protocol and plan
7. Identification of change management process
8. Initial discussions on:
 - a. Cost/pricing development
 - b. Project risks identification

Assumptions: The Project Principal, Project Manager, Project Construction Manager, Preconstruction Services Manager, and two additional key personnel as appropriate with consultation with the department Project Manager shall participate in one (1) Project Team kickoff workshop which will be held in Fresno and last up to 8 hours during the course of one business day

Deliverable: Participation in meeting.

2.2 Task 2: Initial Approach to Cost Meeting

The Construction Manager shall participate in a meeting with the Department and Independent Cost Estimator (ICE) to establish baseline production rate assumptions and various other input standards for formulation of future cost and schedule estimates. The purpose of this meeting will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity, and phasing between the Construction Manager and the ICE in order to affirm a consistent foundation for estimation. Refer to Section 4 for a more detailed description, definition, and delineation of the information to include as a part of the open-book cost estimates prepared for this Project.

The Construction Manager shall attend and actively participate in this meeting by:

- Directing an open discussion with the Department and the ICE regarding specific assumptions, and
- Discussing cost/pricing development and process for design input, analysis, evaluation, and resolution of the Construction Manager's input into the design and specification development process.

Assumptions: The Project Manager, Project Construction Manager, Lead Estimator, and additional key personnel as appropriate with consultation with the department Project Manager shall participate in the one (1) meeting which will be held in Fresno and last up to 8 hours during the course of one business day.

Deliverable: Document the description and assumptions for the work elements that communicate the open-book estimating practices for the Project, including production rate assumptions.

2.3 Task 3: Partnering

The Construction Manager shall participate in a partnering process among all members of the Project Team. The partnering process shall take place during the entire length of this Preconstruction Services Contract. A facilitator shall be chosen by the Department.

Assumptions: The Project Manager, Project Construction Manager, Preconstruction Services Manager, and additional key personnel as appropriate with consultation with the department Project Manager shall participate in the two (2) partnering meetings. The meetings will be held in Fresno and each will last up to 8 hours during the course of one business day.

Deliverable: Participation in meetings. Provide partnering workshop facilitator.

2.4 Task 4: Project Meetings and Document Review

The Construction Manager shall advise, assist, and provide written documentation relative to the following:

DESIGN RELATED

- Validate Department/Consultant design
- Assist/input to Department/Consultant design
- Design reviews
- Constructability reviews
- Staging needs
- Market surveys for design decisions
- Verify/take-off quantities
- Assistance shaping scope of work
- Feasibility studies
- Innovation
- Risk identification and mitigation
- Maintenance of traffic
- Environmental Commitments/Permits

COST RELATED

- Validate agency/consultant estimates
- Prepare project estimates
- Cost/Benefit engineering reviews
- Early award of critical bid packages
- Value Analysis/Engineering
- Materials selection and cost forecasting
- Cost risk analysis
- Cash flow projections/Cost control

SCHEDULE RELATED

- Schedule risk analysis/control
- Validate agency/consultant schedules
- Prepare and manage project schedules
- Develop sequence of design work
- Construction phasing

ADMINISTRATION RELATED

- 3rd Party impact avoidance & reduction
- Attend public meetings
- Biddability reviews
- Subcontractor bid packaging
- Assist in R/W acquisition/validation
- Teamwork/Partnering meetings/sessions

The Construction Manager shall attend, participate in, and provide input in the form of written comments at the following milestone meetings, which may include:

- Initial Design Review Meeting (Design Milestone Meeting #1). Two initial Design review meetings will be held, one for Roadway in Fresno, the second in Sacramento for Structures
- Intermediate Design Review Meeting (Design Milestone Meeting #2)
- Final Design Review Meeting (Design Milestone Meeting #3)
- Risk identification and resolution meetings: These meetings focus on identifying and documenting Project-specific risk, which includes risk definition, probability of occurrence, potential mitigation strategies (including consideration of CEQA and NEPA issues, magnitude of cost and quantity impacts, and schedule impacts. These meetings shall assign risk ownership and document resolution. Project Manager, Project Construction Manager, Lead Estimator, Scheduler, Preconstruction Services Manager, and additional key personnel as appropriate with consultation with the department Project Manager shall plan to attend two (2) formal risk analysis meetings.
- Project cost model and schedule development meetings: These meetings focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingency, risk, and approach to the estimate are fully understood by the Project Team. The meeting will

also focus on developing the construction phase schedule. The Construction Manager shall plan to develop three (3) Opinion of Probable Construction Cost (OPCC) estimates and attend three (3) of corresponding resolution meetings.

- ☒ Specifications development workshop: This meeting focuses on clearly defining the Project-specific work items and their methods of measurement and payment so that the work items are fully understood by the Project Team. The Project Manager, Construction Manager, and additional key personnel as appropriate with consultation with the department Project Manager shall attend this meeting.
- ☒ Project Development Team Meetings: This meeting focuses on current project issues and project development tasks. The Project Manager and additional key personnel as appropriate with consultation with the department Project Manager shall participate in the meetings. The meetings will be held monthly in Fresno and each meeting will last approximately 2 hours.

The Construction Manager shall be given assignments and tasks for follow-up during the meetings, as well as a schedule for performing and completing such assignments and tasks. The Construction Manager shall be responsible to timely meet the commitments for response in a format acceptable to the Department (e.g., comment and resolution form, redlined drawings, written report, and electronic track changes) and within the time period directed by the Department, which, in determining such schedule, shall consider a deliverable’s size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall update and discuss the same regularly during Project meetings. Table 1 lists the review response period for the specified document types, measured from receipt by the Construction Manager of the applicable documents.

Table 1: Review Response Periods

Document	Review Response Period
Plans Sets 50 sheets or less	Not to exceed five (5) business days
Plan Sets 51 sheets or more	Not to exceed fifteen (15) business days
Documents 10 pages or less	Not to exceed forty-eight (48) hours
Documents 10 pages or more	Not to exceed five (5) business days
Verify meeting minutes	Not to exceed twenty-four (24) hours

Deliverable: Providing input and participating in each meeting and following up on assigned tasks from each meeting.

2.5 Task 5: Risk Management

The Construction Manager shall identify, quantify, document, and implement Project and construction risks and risk avoidance, reduction, and mitigation strategies, as well as monitor and provide written input into a Project risk register. The risk register will be maintained by the Department. The Construction Manager shall participate in the preparation, modifications, and maintenance of a risk register, and the Construction Manager shall continuously communicate its assumptions regarding impacts to risk as the design progresses.

Assumptions: Project Manager, Project Construction Manager, Lead Estimator, Scheduler, Preconstruction Services Manager, and additional key personnel as appropriate with consultation with the department Project Manager shall plan to attend two (2) formal risk analysis meetings.

The meetings will be held in Fresno and each will last up to 8 hours during the course of one business day.

Deliverable: The Construction Manager shall submit written documentation for the risk register specifying the associated value, savings, and cost of risk avoidance, reduction, and mitigation strategies during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of the Construction GMP bid or fixed price bid, a report that summarizes the decisions for risk elimination or reduction and associated value of each decision in terms of cost and savings in direct relationship with its bid. Refer to Task 12 herein for further information regarding the Construction GMP bid and the fixed price bid.

2.6 Task 6: Innovation Management

The Construction Manager shall develop, propose, and track challenges and quantify benefits of innovations throughout the preconstruction phase, including proposing criteria to evaluate suggestions and select improvements that will offer the most value in terms of cost, schedule, and quality. The Construction Manager shall prepare, modify, and maintain an innovation register, which identifies the person and entity that proposed the idea, the value of the idea (in terms of cost, savings, risk reduction/mitigation, and schedule impact), and which ideas were incorporated by the Project Team into the final design and construction documents.

Assumptions: This is assumed to be a continuous process and no separate defined meeting is identified.

Deliverable: The Construction Manager shall submit written documentation for the innovation register of all suggested innovations during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of the Construction GMP bid or fixed price bid, a report that summarizes both the innovations considered and the innovations implemented. Refer to Task 12 herein for further information regarding the Construction GMP bid and the fixed price bid.

2.7 Task 7: Project Construction Schedule Development

The Construction Manager shall create and update Project preconstruction and construction schedules. The Project Team will work together to create a baseline construction schedule, which will be updated, at a minimum, at design milestones of 90% and final plans and for scope changes that necessitate changes in schedule.

The Construction Manager shall provide a finalized construction schedule with its Construction GMP bid or fixed price bid, which will be part of the Construction Contract and adhered to by the Construction Manager for the duration of the construction phase.

The schedule shall include each Project phase and identify key milestones, deliverables, and dependencies, along with durations for design, preconstruction, procurement, construction management, and construction work. The Construction Manager shall also identify roles and responsibilities for each item of work represented in the schedule.

Assumptions: Project Manager, Scheduler, and additional key personnel as appropriate with consultation with the department Project Manager shall plan to attend three (3) Construction Schedule Development meetings..

Deliverable: The Construction Manager shall provide a detailed schedule(s) in (1) Microsoft Project or equal for pre-construction and (2) Primavera P6 for Windows or equal for construction, which will be updated, at a minimum, at major design milestones designated by the Department as necessary. The schedule shall include a narrative report documenting key critical path elements of the schedule and the critical assumptions and/or decisions that may impact schedule adherence, including construction phasing or sequencing and long-lead items. The Construction Manager shall also include in the report any acceleration opportunities and the cost (or savings) and prerequisites thereof and the extent of the potential acceleration.

2.8 Task 8: Project Construction Cost Estimate Development

The Construction Manager shall develop and provide open-book, production-based construction cost estimates for the Project Team's examination so that assumptions, contingency, risk, and approach to the estimate are fully identified, delineated, and understood by the Project Team. Refer to [Section 4](#) for a more detailed description, definition, and delineation of the information to include as a part of the open-book cost estimates prepared for this Project. The construction cost estimate will be updated at the design milestones of 90% and final plans and for scope changes that necessitate changes in cost

The Construction Manager shall be responsible for verifying the quantities and methods of measurement and payment for all Project work items.

Assumptions: Project Manager, Lead Estimator, and additional key personnel as appropriate with consultation with the department Project Manager shall plan to attend three (3) Construction Cost Development meetings.

Deliverable: The Construction Manager shall provide a construction cost estimate for the Project during each design milestone meeting, at a minimum. The construction estimate shall be provided in two separate formats, one that is consistent with the production-based cost model and one that is consistent with the engineer's estimate (formatted in an Excel spreadsheet with bid item descriptions, quantities, and units). The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item and in accordance with the requirements listed in [Section 4](#). The Construction Manager shall also provide a narrative report documenting the summary of markups, escalation, overhead, profit, and contingency. The report shall document critical assumptions, clarifications, and/or decisions of costing that may impact the fluctuations in pricing adherence and a description of allowances and exclusions. Materials selection and cost forecasting and life cycle cost analysis should also be covered in the report.

The Department will review the submitted estimates and identify items not in agreement among the CM, ICE, and Department. The Construction Manager will be required to attend construction estimate review meetings as necessary to discuss assumptions and allocations associated with unit prices not in agreement. The construction schedule submitted under Task 7 shall coincide with the production and phasing assumptions used in the development of these cost estimates.

2.9 Task 9: Development of Subcontracting Plan

The Construction Manager shall develop its subcontracting plan in accordance with all requirements listed below as well as all applicable.

Prior to both (a) soliciting any qualifications, proposals or bids for subcontracts, and (b) submitting a bid for a Construction Contract for the Project or a portion thereof, the Construction Manager shall submit to the Department for its review and approval a reasonable procedure for the conduct of the procurement and approval processes applicable to subcontracts. Such procedures shall include times for each step of the qualification and proposal processes, with qualification determinations and selections to be made. The subcontracting plan shall be subject to the approval of the Department, in its sole discretion, and adhere to the following:

- The Construction Manager shall recommend a division of the work to facilitate the bidding and award of trade contracts.
- The Construction Manager shall provide for involvement by the Department in subcontractor solicitation, bidding, and selection.
- The Construction Manager shall identify work that the Construction Manager proposes to self-perform (which must be no less than 30 percent (30%) of the work, measured on a dollar value basis) and identify how the Construction Manager will ensure that the pricing of self-performed work will be most advantageous to the Department.

The subcontracting plan shall include provisions implementing the following requirements:

1. At the time subcontractor proposals are opened, the Construction Manager shall compile and provide to the Department or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal and the price of the proposal submitted by the subcontractor. The list must be made available to the public upon request.
2. Prior to entering into a subcontract, the Construction Manager shall inform the Department or its authorized representative which subcontractor has been selected and provide the Department with access to the proposals, bids, and the evaluation materials.
3. The Construction Manager shall make available to the public, including, without limitation, each subcontractor who submits a proposal, the final rankings of the subcontractors and shall provide, upon request, an explanation to any subcontractor who is not selected of the reasons why the subcontractor was not selected.
4. If the Construction Manager receives a written protest from a subcontractor proposer no later than three (3) full business days following the Construction Manager's selection of a subcontractor, the Construction Manager shall not execute a contract for that subcontract package without first providing at least two (2) full business days written notice to all proposers of the Construction Manager's intent to execute a contract for the subcontract package. Construction Manager's protest procedures shall be subject to the prior written approval of the Department.
5. The Construction Manager shall enter into a subcontract with a subcontractor selected pursuant to the approved subcontracting plan and this Exhibit B and shall not have the right to make any substitution of any such subcontractor without written approval of the Department.
6. If, prior to award and execution of a Construction Contract, the Department objects to the use of a subcontractor for subcontracted work on such Construction Contract and such subcontractor has been properly selected by the Construction Manager in accordance with the requirements of the approved subcontracting plan and this Exhibit B, the Department shall issue a written request to the Construction Manager to change the subcontractor and shall pay any actual and direct increase in the Construction Manager's

costs, including an adjustment to the Construction GMP or fixed price resulting from the change. The increase shall be based solely on, and be limited to, the direct cost differential between the initial subcontract cost of the original subcontractor and the initial subcontract cost of the changed subcontractor and shall exclude any additional mark-up, profit, and overhead by the Construction Manager. Other than providing such compensation, if any, the Department shall have no further responsibilities, liabilities, or obligations arising out of such objection and change of subcontractors. Replacement of subcontractors after award and execution of the Construction Contract, including, without limitation, in connection with unsatisfactory performance, shall be governed by the terms of the Construction Contract.

Deliverable: The Construction Manager shall provide a subcontracting plan no later than 30 calendar days after 90% design review

The Construction Manager shall update this plan as of the final design milestone and submit an approved final subcontracting plan prior to its submittal of its Construction GMP bid or fixed price bid. All documentation necessary to support adherence to the requirements of shall be included in the subcontracting plan update. If the Department elects to consider a Construction Contract for only a portion of the Project, the subcontracting plan must be submitted and approved prior to submittal of any Construction GMP or fixed price related thereto.

2.10 Task 10: Development of Small Business (SB) Performance Plan

As part of negotiations of the Construction Contract and prior to the award and execution thereof, the Construction Manager shall work with the Department to finalize a SB performance plan to apply during the Construction Contract and for accomplishment of all construction. The SB performance plan shall address the manner in which the Construction Manager shall seek to meet the SB goals and requirements, as well as address monitoring and reporting requirements. The SB performance plan shall be subject to the approval of the Department, in its sole discretion.

Deliverable: The Construction Manager shall provide a SB performance plan no later than 30 calendar days after 90% design review. The Construction Manager shall update this plan as of the final design milestone and submit the final SB performance plan prior to submittal of its Construction GMP bid or fixed price bid. If the Department elects to consider a Construction Contract for a portion of the Project, the SB performance plan must be submitted and approved prior to submittal of any Construction GMP or fixed price related thereto.

2.11 Task 11: Preconstruction Field Work (as applicable)

The preconstruction field work, if any, shall be at the direction of the Department, in its sole discretion, and may include, without limitation, design and/or Project-related activities, such as:

- Utility Relocation
- Potholing
- Right of Way Demolition
- Other design-related activities
- Preconstruction Environmental Surveys
- Hazardous Waste Remediation

All such activities shall be consistent with the NEPA and CEQA processes.

2.12 Task 12: Construction GMP Bid(s) or Fixed Price Bid

At the time that the Department determines that the design for the Project or any portion thereof has been sufficiently finalized to a level sufficient to determine the provable cost of that portion and provided that (i) the other conditions set forth in the Preconstruction Services Contract, including, without limitation, those set forth in Section 35 of the Preconstruction Services Contract, and (ii) Tasks 1 through 10 above have been satisfied, as determined by the Department, the Construction Manager shall prepare and submit a bid as a cost of the work with a guaranteed maximum price (GMP) (Construction GMP bid) or as a fixed price. A GMP is the guarantee of the prices submitted by the Construction Manager in its Construction GMP bid. Whether these prices include some or all of lump sum items, unit-based items, quantity-based items, contingency, or allowances, the individual prices are guaranteed in accordance with the requirements of the construction documents and the Construction Contract. A fixed price includes all costs related to labor, equipment, overhead, and profit.

The Construction GMP bid or fixed price bid for a Construction Contract for the Project may be for the Project as a whole or the Construction Manager may be asked to prepare a Construction GMP bid or fixed price bid for construction of a portion of the Project, if the Department, in its sole discretion, determines significant construction time, money, risk, or potential delay can be reduced by allowing the Construction Manager to start initial work prior to the completion of the overall Project final design package. A Construction Contract for a portion of the Project may also include early procurement of long-lead items that may be in short supply or require longer than desired lead times from purchase to delivery.

In both instances, the Construction GMP bid or fixed price bid for a Construction Contract shall be developed and evaluated in accordance with the following process:

- The Department shall produce a set of plans and specifications for performance of the construction work.
- The Department will evaluate the Construction Contract bid documents for SB participation opportunities to ensure compliance with the established SB goal prior to submittal of the Construction GMP bid or fixed price bid. This goal shall be incorporated into the Construction Contract bid documents, the Construction GMP bid or fixed price bid, and the Construction Manager's subcontracting plan. No Construction Contract may be entered into and no Construction GMP bid or fixed price bid may be submitted by Construction Manager until (i) the Department has approved the Construction Manager's subcontracting plan; and (ii) the Department has approved the Construction Manager's SB performance plan.
- The Construction Manager will be required to submit commitments from SB participants sufficient to meet the goal or demonstrate good faith efforts to meet the SB goal, each as required by this Preconstruction Services Contract and in substance satisfactory to the Department, in its sole discretion.
- The Construction Manager shall submit, with its Construction GMP bid or fixed price bid, a subcontracting plan that has been approved by the Department.
- Solicitations for subcontractors and award of subcontracts shall be made pursuant to Public Contract Code 6705, Caltrans Standard Specifications, and the Construction Manager's approved subcontracting plan. Concurrently with its Construction GMP bid or fixed price bid, the Construction Manager shall provide a list of all subcontractors that it has procured and intends to use.

- The Construction Manager will prepare and submit a Construction GMP bid or fixed price bid in accordance with the Department's bidding requirements under the Preconstruction Services Contract. In addition to the scope of work, risk, and quantities, the Construction GMP bid or fixed price bid shall reflect the pricing as defined in the subcontracts and include all information required by the Department, including applicable DBE commitments as provided herein. The Construction Manager shall include with its Construction GMP bid or fixed price bid a bid bond in such form and amount as directed by the Department, along with such other documents and certifications as directed by the Department. The form of Construction GMP bid or fixed price bid shall be in such format as the Department, in its sole discretion, determines and may include quantity-based items, unit-priced based items, lump sum items, contingency, and allowances.
- The Department may have an independent cost estimate prepared. Upon opening the Construction GMP bid or fixed price bid, the Department will determine the acceptability of the Construction GMP bid or fixed price bid, in its sole discretion. In assessing the Construction GMP bid or fixed price bid, the Department may compare the Construction GMP bid or fixed price bid to some or all of the following: State averages, similar projects, an independent cost estimate, and the engineer's estimate and use such other information that the Department determines relevant and useful. The Department is under no obligation to accept the Construction GMP or fixed price bid, even if it compares favorably to the foregoing data, averages, and estimates.
- Department personnel reviewing the Construction GMP or fixed price bid and other data, averages, and estimates may include the Department's Project Manager, resident engineer, FHWA representatives, and other internal Department staff and outside advisors deemed necessary or desirable by the Department's Project Manager.
- If the Construction GMP bid or fixed price bid is acceptable, the Department will prepare a Construction Contract or the work may be added to an existing Construction Contract with Construction Manager by amendment at the sole discretion of the Department, if applicable.
- If the Construction GMP bid or fixed price bid is not acceptable, the Department may enter into a process of risk identification that identifies price, quantity, assumption and other differences. Following the successful resolution of the risk issues associated with such differences, the Department, in its sole discretion, may ask the Construction Manager to re-bid the Construction GMP or fixed price bid for the Project. If this re-bid of the Construction GMP or fixed price bid does not result in a Construction GMP or a fixed price that is acceptable to the Department, the Department reserves the right, in its sole discretion, to terminate the Construction GMP or fixed price bidding process and undertake such other actions relating to the Project as the Department determines, including, without limitation, the right to procure the Construction Contract scope of work by some other delivery method. The Construction Manager is not excused from completion of the Services required under this Preconstruction Services Contract, if such Services have not been fully performed.

Deliverable: The Construction Manager shall submit the Construction GMP bid or fixed price bid in accordance with the requirements delineated herein, and utilizing the same production-based cost model as was used in development of the previous OPCCs along with a narrative report documenting critical assumptions and/or decisions of costing that may impact the fluctuations in pricing adherence (on an open-book basis).

3.0 RESERVED

4.0 OPEN-BOOK ESTIMATING REQUIREMENTS

4.1 COST MODEL AND GMP RECORD DOCUMENTATION CONFIDENTIALITY:

The Construction Manager shall designate information it considers to be confidential. The Construction Manager shall clearly mark each page of documentation that the Construction Manager wants to remain confidential prior to submitting it to the Department.

If the Department receives a request for the confidential documents under the California Public Records Act, the Department will inform the entity requesting the documents of their confidentiality and notify the Construction Manager of the request.

4.2 COST MODEL AND COST ESTIMATES

- 1) Within 30 calendar days of the date of the Notice to Proceed, the Construction Manager shall review all available information regarding the design and scope of the project, and based upon that review shall develop a Cost Model for the entire project for review by the Department. The cost model shall be prepared in a format agreed upon in advance by the Department and the Construction Manager. It will be based on the Department's list of standard pay items. The Construction Manager will work with the Department to develop the proposed form for the Cost Model and the GMP and obtain the Department's approval of the form or make changes in the proposed form as requested by the Department

- 2) During the review period, the Cost Model will be compared with the estimate prepared by Design and the Department estimate and/or ICE estimate. These estimates will be used to evaluate the Cost Model. The Construction Manager shall make adjustments to the Cost Model if required. Once approved by the Department, the Cost Model will be continually updated and kept current as the design progresses throughout the Preconstruction Phase until a GMP is agreed upon by both the Construction Manager and the Department. The Cost Model shall be the best representation of what the complete functional project's construction costs will be. The cost model shall not include the Construction Manager's Preconstruction Services Fee, sums due to Design the cost of land, right of way, or other costs which are the responsibility of the Department. The Construction Manager shall communicate to the Project Team any assumptions made in preparing the Cost Model. The Cost Model may include allowances as agreed to by the Project Team, including:
 - a) allowances for potential additional quantities and/or additional work that the Department may require, and
 - b) any costs related to investigations.

- 3) After receipt of the Department most current documents from each design milestone, the Construction Manager shall provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the Construction Manager's review of design documents made available at the design milestone. The Project Manager and the Construction Manager shall reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the project through that design milestone. The design milestones applicable to this paragraph are 90% design and Final design. If the Project Team requires additional updates of the Cost Model beyond that specified in this paragraph, the Construction Manager shall provide the requested information in a timely manner.

- 4) If, at any point, the Cost Model submitted to the Department exceeds estimates previously agreed upon by the Project Team, or the Department's Project Budget, the Construction Manager shall make appropriate recommendations to the Project Manager on means/methods, materials, scope and/or other design elements that it believes will reduce the estimated construction costs, (without altering the Department's overall concept) such that it is equal to or less than the established Project Team's target and/or the Project Budget.
- 5) Each Cost Model submitted shall be accompanied by backup documentation which shall include the following:
 - a) Unit prices and quantity take-offs using the Department's standard pay items, and
 - b) Details of all allowances and unit price work shown and specified in the detailed design documents, and
 - c) Material costs, equipment costs, labor costs, General Conditions costs, hourly labor rates, and total cost. Labor costs in the Cost Model shall include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the work to be performed by subcontractors shall include subcontractor overhead and profit, and
 - d) Production rates, transportation, and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work, and
 - e) All fixed equipment, site improvements, utility and equipment installations, and
 - f) Copies of quotations from subcontractors and suppliers, and
 - g) Project overhead, and
 - h) Allocated general and administrative expenses, and
 - i) Bonds, taxes, insurance, and
 - j) The Construction Manager's profit, and
 - k) Memoranda, narratives, consultant's reports, and all other information included by the Construction Manager to arrive at the price shown in the Cost Model or GMP. Include a list of all assumptions and description and breakdown of all allowances

4.3 OTHER REQUIREMENTS

The followings are minimum requirements for the Construction Manager when communicating cost via the open-book estimating process.

- The Construction Manager shall clearly delineate any services to be self-performed and any services to be subcontracted.
 - For self-performed work, overhead and profit percentages are to be identified, agreed upon, and applied to the total self-performed cost "below the line." This is opposed to allocating overhead and profit into individual direct cost items.
 - For work to be subcontracted, the subcontractor's overhead, profit, and indirect costs are to be included within the pricing of that individual direct cost item.

- Indirect costs are to be scoped, quantified, and priced as a separate division of cost and are not to be allocated under direct costs, except as stated above for work performed by subcontractors.
- Mobilization/demobilization of temporary jobsite offices is to be a detailed item, and the Construction Manager shall include this under indirect costs.
- Mobilization/demobilization of construction equipment is to be an individually detailed item for each piece of equipment, all of which is to be included under direct costs.
- Overhead and profit is to be applied as follows.
 - Overhead is to be priced as a percentage of the total of indirect costs and direct costs.
 - Profit is to be divided and identified into two categories:
 - A percentage applied to self-performed work, and
 - A percentage applied to subcontracts.

The percentage applied to subcontracted costs is to be relatively low compared to the self-performed work.

- After all indirect, contingencies, escalation, overhead, and profit costs have been estimated and individually identified, each cost is to be allocated into pay items to establish the “all in” unit costs. Indirect costs, overhead, and profit are then to be distributed evenly into each pay item. Contingencies shall be specifically identified and allocated depending on risks associated with each pay item.

4.4 DEFINITIONS

The following definitions are provided to establish expectations regarding categorization and accounting to be represented in the open-book estimating process for the Project.

- Direct costs (construction) include:
 - Self-performed work based on construction labor (e.g., craft wage rates burdened with fringe benefits only), equipment rental, equipment fuel/maintenance, and purchased materials;
 - Mobilization/demobilization of self-performed construction equipment; and
 - Subcontracted work, including each subcontractor’s direct and indirect costs, overhead, profit, and bonds.
- Indirect costs (construction) include:
 - Field supervision based on bare wages plus salary-related expenses for the project manager, superintendents, project engineer/project controls, and document control/administrator;
 - Jobsite office facilities, temporary utilities, and jobsite vehicles, including mobilization/demobilization of temporary facilities as separately-estimated items;
 - General field labor, clean-up requirements, dumpsters, dump fees, temporary toilets, etc.;
 - Temporary construction facilities or work;
 - Yard support for construction equipment; and
 - Surveys, layout, permits, testing, inspection, and insurance.
- Contingency that is applied to an estimate during the preconstruction phase is based on an assessment of risk at each design phase, and it may be divided into several categories.

- Design development to cover relatively minor changes in details, specifications, quantities, etc. from early design to 100 percent construction documents
- Estimate contingency to cover potential variances from what was estimated for materials and subcontracts compared to what was the actual cost of said materials and subcontracts
- Allowances for known items that cannot specifically be quantified and/or priced until further progress in design
- Construction phase contingency for variations related to crew productivity, schedule impacts, etc. from what was originally estimated
- Mobilization/demobilization costs are allocated as follows:
 - Mobilization/demobilization of self-performed construction equipment is considered a direct cost.
 - Mobilization/demobilization of jobsite office trailers, furniture, equipment, and personnel is considered an indirect cost. This also includes temporary utilities and elements required to begin construction, such as permits.
- Overhead is defined as home-office company overhead, including office facilities, management, subsidized insurance programs, paid vacation, etc.

Profit is defined as the operating margin or the dollars remaining after all direct and overhead costs are paid.

- Escalation shall be dealt with as follows:
 - Estimates will be based on wage rates and material costs that are current year at the time of pricing. Cost is added to cover normal expected increases for expenditures beyond the pricing baseline.
 - There are various methods for calculating escalation. The most accurate for labor increases is to manpower-load the construction schedule for all labor types and add agreed upon dollar increases for each calendar period in which each apply.
- Exclusions are defined as items that are associated with the Project but provided by others. This may include items provided by:
 - The Department
 - Utility companies
 - Work done by adjacent contractors

5.0 GLOSSARY OF PRECONSTRUCTION SERVICES TERMS

5.1 Design-Related Preconstruction Services

- a) **Validate agency/consultant design** — Construction Manager evaluates the design as it is originally intended and compares it to the scope of work with both the required budget and schedule to determine if the scope can be executed within those constraints. A validated design is one that can be constructed within the budget and schedule constraints of the project.
- b) **Assist/input to agency/consultant design** — Construction Manager will offer ideas/cost information to the designer to be evaluated during the design phase. Ultimately, the designer is still responsible for the design.
- c) **Design reviews** — Construction Manager will review plans and documents to identify errors, omissions, ambiguities, and with an eye to improving the constructability and economy of the design submittal.
- d) **Constructability reviews** — review of the capability of the industry to determine if the required level of tools, methods, techniques, and technology are available to permit a competent and qualified Construction Manager to build the project feature in question to the level of quality required by the contract.
- e) **Staging needs** — Construction Manager will review, validate and/or proposes alternative stage construction concepts for project.
- f) **Market surveys for design decisions** — Construction Manager will furnish designers with alternative materials or equipment along with current pricing data and availability to assist them in making informed design decisions early in the process to reduce the need to change the design late in the process resulting from budget or schedule considerations.
- g) **Verify/take-off quantities** — Construction Manager verifies the quantities generated by the designer for the engineer's estimate.
- h) **Assistance shaping scope of work** - Construction Manager will provide assistance by recommending modifications to scope to ensure that the work conforms to the budget and schedule constraints.
- i) **Feasibility studies** — Construction Manager investigates the feasibility of possible solutions to resolve design issue on the project.
- j) **Innovation** - Construction Manager will recommend innovative solutions to address challenges in design, reduce project costs or better define the project scope.
- k) **Risk Identification and mitigation** - Construction Manager will assist by identifying risks associated with the project and propose response strategies.
- l) **Maintenance of Traffic** — Construction Manager will review, validate and/or propose alternative traffic handling concepts for project
- m) **Environmental Commitments/Permits** — Construction Manager will analyze Environmental Commitments/Permits attached to Project and Determine and/or identify feasibility of commitments/permits. Advise of impacts and alternative solutions to comply.

5.2 Cost-Related Preconstruction Services

- a) **Validate agency/consultant estimates** — Construction Manager will evaluate the estimate as it is originally intended and determine if the scope can be executed within the constraints of the budget.
- b) **Prepare project estimates** — Construction Manager will provide real-time cost information on the project at different points in the design process to ensure that the project stays within budget.
- c) **Cost/Benefit engineering reviews** — Construction Manager shall review cost to include not only the aspects of pricing but also will focus on the aspect that “time equal’s money” in construction projects.

- d) **Early award of critical bid packages** — Construction Manager will recommend which design packages should be completed first to ensure that pricing can be locked in on the packages.
- e) **Value Analysis/ Engineering** —Construction Manager identifies aspects of the design that either do not add value or whose value may be enhanced by changing them in some form or fashion. The change does not necessarily reduce the cost; it may actually decrease the life-cycle costs.
- f) **Material Selection and cost forecasting** —Construction Manager utilizes its contacts within the industry to develop estimates of construction material escalation to assist the owner and designer make decisions regarding material selection and early construction packages.
- g) **Cost risk analysis** — Construction Manager furnishes the agency with information regarding those cost items that have the greatest probability of being exceeded.
- h) **Cash flow projects/cost control** – Construction Manager conducts earned value analysis to provide the Department with information on how project financing must be made available to avoid delaying Project progress. This may also include an estimate of construction carrying costs to aid the Department in determining projected cash flow decisions.

5.3 Schedule-Related Preconstruction Services

- a) **Schedule risk analysis/control** — Construction Manager evaluates the risks inherent to design decisions with regard to the schedule and offers alternative materials, means and/or methods to mitigate those risks.
- b) **Validate agency/consultant schedules** —Construction Manager evaluates if the current scope of work can be executed within the constraints of the schedule.
- c) **Prepare project schedules**—Construction Manager prepares schedules throughout the design phase to ensure that dates will be met, and notify the owner when issues arise.
- d) **Develop sequence of design work**—the Construction Manager recommends the sequences of the design work to mirror the construction work, so that early work packages can be developed.
- e) **Construction phasing** – The Construction Manager develops a construction phasing plan to facilitate construction progress and ensure maintenance of traffic. This includes identification of critical parcel acquisition and utility relocations.

5.4 Administrative-Related Preconstruction Services

- a) **Analyze third party agreements/permits/work around** — Review agreements, permits and work around (commitments) made to third parties (i.e. irrigation and flood control districts, City of Fresno, Railroad, utilities, property owners, CHSRA and its agents) and determine and/or identify feasibility of commitment. Advise of impacts and alternative solutions to comply.
- b) **Attend public meetings** — Construction manager can organize and attend public meetings to answer questions from the public about the construction of the project.
- c) **Biddability reviews** — The Construction Manager reviews the design documents to ensure that subcontractor's work packages can be bid out and receive competitive pricing. This action reduces the risk to the subcontractors because they are given the specific design product they need for their bids; not just told to find their work inside the full set of construction documents.
- d) **Subcontractor bid packaging** — The Construction Manager coordinates the design work packaging to directly correlate with subcontractor work packages so that early packages can be easily bid out and awarded.
- e) **Assist in right-of-way acquisition** – The Construction Manager assists the designer in identifying options for right-of-away acquisitions by providing means and methods input. The primary purpose is to minimize the amount of right-of-way actions that must be undertaken and to assist in prioritizing individual parcel acquisition.
- f) **Teamwork/Partnering meetings/sessions** - Construction manager shall participate in partnering and teamwork meeting as required.

Exhibit C – Cost Proposal

Exhibit D – Prevailing Wage Determinations

General Decision Number: CA140029 01/24/2014 CA29

Superseded General Decision Number: CA20130029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014

ASBE0016-001 08/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,
MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA
CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,
EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA,
MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU,
SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)	
Area 1.....\$ 57.15	18.62
Area 2.....\$ 44.05	18.62

ASBE0016-004 01/01/2013

Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 31.13	6.95

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Rates	Fringes
BOILERMAKER	
Area 1.....\$ 42.06	33.43
Area 2.....\$ 38.37	31.32

BRCA0003-001 06/01/2011

Rates	Fringes
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MARBLE FINISHER.....\$ 28.02 12.22

BRCA0003-003 06/01/2011

Rates	Fringes
MARBLE MASON.....\$ 39.22	18.68

BRCA0003-005 05/01/2011

Rates	Fringes
BRICKLAYER	
(1) Fresno, Kings, Madera, Mariposa, Merced....\$ 34.11	19.34
(7) San Francisco, San Mateo.....\$ 39.85	22.00
(8) Alameda, Contra Costa, San Benito, Santa Clara.....\$ 39.63	19.92
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....\$ 35.11	18.99
(16) Monterey, Santa Cruz...\$ 35.91	22.42

BRCA0003-008 07/01/2013

Rates	Fringes
TERRAZZO FINISHER.....\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....\$ 39.95	24.39

BRCA0003-011 01/01/2011

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

Rates	Fringes
TILE FINISHER	
Area 1.....\$ 21.44	12.31
Area 2.....\$ 21.26	12.44
Area 3.....\$ 21.01	11.58
Tile Layer	
Area 1.....\$ 38.61	13.73
Area 2.....\$ 34.41	13.68
Area 3.....\$ 29.78	13.10

CARP0022-001 07/01/2012

San Francisco County

Rates	Fringes
Carpenters	
Bridge Builder/Highway Carpenter.....\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 38.65	25.68
Journeyman Carpenter.....\$ 38.50	25.68
Millwright.....\$ 38.60	27.27

CARP0034-001 07/01/2013

Rates	Fringes
Diver	
Assistant Tender, ROV Tender/Technician.....\$ 38.60	29.78
Diver standby.....\$ 43.38	29.78
Diver Tender.....\$ 42.38	29.78
Diver wet.....\$ 85.91	29.78
Manifold Operator (mixed gas).....\$ 47.38	29.78
Manifold Operator (Standby).\$ 42.38	29.78

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2013

Rates	Fringes
Piledriver.....\$ 38.60	29.78

 CARP0035-007 07/01/2012

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

Rates	Fringes
Modular Furniture Installer	
Area 1	
Installer I.....\$ 22.61	16.71
Installer II.....\$ 19.18	16.71
Lead Installer.....\$ 26.06	17.21
Master Installer.....\$ 30.28	17.21
Area 2	
Installer I.....\$ 19.96	16.71
Installer II.....\$ 17.01	16.71
Lead Installer.....\$ 22.93	17.21
Master Installer.....\$ 26.56	17.21
Area 3	
Installer I.....\$ 19.01	16.71
Installer II.....\$ 16.24	16.71
Lead Installer.....\$ 21.81	17.21
Master Installer.....\$ 25.23	17.21

 CARP0035-008 08/01/2013

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

Rates	Fringes
Drywall Installers/Lathers:	
Area 1.....\$ 39.35	27.02
Area 2.....\$ 33.47	27.02
Area 3.....\$ 33.97	27.02
Area 4.....\$ 32.62	27.02
Drywall Stocker/Scrapper	
Area 1.....\$ 19.68	15.65

Area 2.....	\$ 16.74	15.65
Area 3.....	\$ 16.99	15.65
Area 4.....	\$ 16.31	15.65

CARP0152-001 07/01/2012

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP0152-002 07/01/2012

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0152-004 07/01/2012

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

CARP0217-001 07/01/2012

San Mateo County

Rates	Fringes
Carpenters	
Bridge Builder/Highway Carpenter.....\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 38.65	25.68
Journeyman Carpenter.....\$ 38.50	25.68
Millwright.....\$ 38.60	27.27

CARP0405-001 07/01/2012

Santa Clara County

Rates	Fringes
Carpenters	
Bridge Builder/Highway Carpenter.....\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 38.65	25.68
Journeyman Carpenter.....\$ 38.50	25.68
Millwright.....\$ 38.60	27.27

CARP0405-002 07/01/2012

San Benito County

Rates	Fringes
Carpenters	
Bridge Builder/Highway Carpenter.....\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 32.77	25.68
Journeyman Carpenter.....\$ 32.62	25.68
Millwright.....\$ 35.12	27.27

CARP0505-001 07/01/2012

Santa Cruz County

Rates	Fringes
Carpenters	
Bridge Builder/Highway	

Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0605-001 07/01/2012

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68
Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

CARP0701-001 07/01/2012

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

CARP0713-001 07/01/2012

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68

Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

CARP1109-001 07/01/2012

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

ELEC0006-001 12/01/2011

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-004 12/01/2012

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.12	3%+15.26
Technician.....	\$ 38.78	3%+15.26

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	25.5145

ELEC0006-008 12/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0100-002 06/01/2013

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
ELECTRICIAN.....\$ 33.60	19.50

 * ELEC0100-005 12/01/2013

FRESNO, KINGS, MADERA

Rates	Fringes
Communications System	
Installer.....\$ 27.34	16.12
Technician.....\$ 31.13	16.23

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video

entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 02/25/2013

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

Rates	Fringes
ELECTRICIAN.....\$ 45.65	22.57
Zone A.....\$ 41.50	22.45

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2013

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

Rates	Fringes
Sound & Communications	
Installer.....\$ 31.32	16.44

Technician.....\$ 35.66 16.44

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 06/03/2013

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 51.67	25.70
ELECTRICIAN.....	\$ 45.26	25.51

ELEC0302-003 12/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access);

excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 12/01/2013

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 60.46	30.844
ELECTRICIAN.....	\$ 52.57	30.607

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2012

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.62	15.369
Technician.....	\$ 34.86	15.496

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for

which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0595-001 06/01/2013

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 53.04	3%+28.77
ELECTRICIAN.....	\$ 47.15	3%+28.77

 ELEC0595-002 06/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.25	9.025%+21.74
ELECTRICIAN		
(1) Tunnel work.....	\$ 35.70	9.025%+21.74
(2) All other work.....	\$ 34.00	9.025%+21.74

 ELEC0617-001 06/01/2013

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	26.24

 ELEC0617-003 12/01/2012

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.62	15.37
Technician.....	\$ 34.86	15.49

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0684-001 06/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates	Fringes
ELECTRICIAN.....\$ 34.90	3%+17.46
CABLE SPLICER = 110% of Journeyman Electrician	

 ELEC1245-001 06/01/2013

Rates	Fringes
LINE CONSTRUCTION	
(1) Lineman; Cable splicer..\$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 40.17	14.56
(3) Groundman.....\$ 30.73	13.48
(4) Powderman.....\$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 * ELEV0008-001 01/01/2014

Rates	Fringes
ELEVATOR MECHANIC.....\$ 59.19	26.785

FOOTNOTE:
 PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0003-008 07/01/2013

Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)	
AREA 1:	
(1) Leverman.....\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 31.15	27.81
AREA 2:	
(1) Leverman.....\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-018 07/01/2013

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

Rates	Fringes
OPERATOR: Power Equipment	
(AREA 1:)	
GROUP 1.....\$ 39.02	26.27
GROUP 2.....\$ 37.49	26.27
GROUP 3.....\$ 36.01	26.27
GROUP 4.....\$ 34.63	26.27
GROUP 5.....\$ 33.36	26.27
GROUP 6.....\$ 32.04	26.27
GROUP 7.....\$ 30.90	26.27
GROUP 8.....\$ 29.76	26.27
GROUP 8-A.....\$ 27.55	26.27
OPERATOR: Power Equipment	
(Cranes and Attachments -	
AREA 1:)	
GROUP 1	
Cranes.....\$ 39.90	26.27
Oiler.....\$ 32.93	26.27
Truck crane oiler.....\$ 36.50	26.27
GROUP 2	
Cranes.....\$ 32.67	26.27
Oiler.....\$ 32.67	26.27
Truck crane oiler.....\$ 36.21	26.27
GROUP 3	
Cranes.....\$ 36.40	26.27
Hydraulic.....\$ 32.04	26.27
Oiler.....\$ 32.43	26.27
Truck Crane Oiler.....\$ 35.94	26.27
OPERATOR: Power Equipment	
(Piledriving - AREA 1:)	
GROUP 1	
Lifting devices.....\$ 40.24	26.27
Oiler.....\$ 30.98	26.27
Truck crane oiler.....\$ 33.26	26.27

GROUP 2		
Lifting devices.....	\$ 38.42	26.27
Oiler.....	\$ 30.71	26.27
Truck Crane Oiler.....	\$ 33.01	26.27
GROUP 3		
Lifting devices.....	\$ 36.74	26.27
Oiler.....	\$ 30.49	26.27
Truck Crane Oiler.....	\$ 32.72	26.27
GROUP 4		
Lifting devices.....	\$ 34.97	26.27
GROUP 5		
Lifting devices.....	\$ 33.67	26.27
GROUP 6		
Lifting devices.....	\$ 32.33	26.27
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.87	26.27
Oiler.....	\$ 31.32	26.27
Truck Crane Oiler.....	\$ 33.55	26.27
GROUP 2		
Cranes.....	\$ 39.10	26.27
Oiler.....	\$ 31.05	26.27
Truck Crane Oiler.....	\$ 33.33	26.27
GROUP 3		
Cranes.....	\$ 37.62	26.27
Hydraulic.....	\$ 32.67	26.27
Oiler.....	\$ 30.83	26.27
Truck Crane Oiler.....	\$ 33.06	26.27
GROUP 4		
Cranes.....	\$ 35.60	26.27
GROUP 5		
Cranes.....	\$ 34.30	26.27
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.12	26.27
GROUP 1-A.....	\$ 37.59	26.27
GROUP 2.....	\$ 33.86	26.27
GROUP 3.....	\$ 32.53	26.27
GROUP 4.....	\$ 31.39	26.27
GROUP 5.....	\$ 30.25	26.27
UNDERGROUND:		
GROUP 1.....	\$ 35.02	26.27
GROUP 1-A.....	\$ 37.49	26.27
GROUP 2.....	\$ 33.76	26.27
GROUP 3.....	\$ 32.43	26.27
GROUP 4.....	\$ 31.29	26.27
GROUP 5.....	\$ 30.15	26.27

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Grader, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable

crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum

cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

* ENGI0003-019 07/01/2013

SEE AREA DESCRIPTIONS BELOW

Rates

Fringes

OPERATOR: Power Equipment
(LANDSCAPE WORK ONLY)

GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	26.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,

Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2012

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND
YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 19.06	8.62
LABORER (Lead Removal)		
Area A.....	\$ 36.25	9.19
Area B.....	\$ 35.25	9.19

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial
site clean-up; site preparation; removal of
asbestos-containing materials from walls and ceilings; or
from pipes, boilers and mechanical systems only if they are
being scrapped; encapsulation, enclosure and disposal of
asbestos-containing materials by hand or with equipment or
machinery; scaffolding; fabrication of temporary wooden
barriers; and assembly of decontamination stations.

LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL
DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED,
MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		

LABORERS - AREA A:)

Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa		
County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty		
Period.....	\$ 20.58	15.82

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty		
Period.....	\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-002 07/01/2009

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates

Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 25.89	14.93
Traffic Control Person I....\$ 26.19	14.93
Traffic Control Person II...\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2013

SAN JOAQUIN COUNTY

Rates	Fringes
LABORER	
Mason Tender-Brick.....\$ 31.70	16.53

LABO0073-005 07/01/2013

Rates	Fringes
Tunnel and Shaft Laborers:	
GROUP 1.....\$ 34.10	16.53
GROUP 2.....\$ 33.87	16.53
GROUP 3.....\$ 33.62	16.53
GROUP 4.....\$ 33.17	16.53
GROUP 5.....\$ 32.63	16.53
Shotcrete Specialist.....\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates	Fringes
Brick Tender.....\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates	Fringes
MASON TENDER, BRICK.....\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LABO0261-003 07/01/2009

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person..\$ 26.89	14.93
Traffic Control Person I....\$ 27.19	14.93
Traffic Control Person II...\$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 07/01/2013

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates	Fringes
Tunnel and Shaft Laborers:	

GROUP 1.....	\$ 34.10	16.53
GROUP 2.....	\$ 33.87	16.53
GROUP 3.....	\$ 33.62	16.53
GROUP 4.....	\$ 33.17	16.53
GROUP 5.....	\$ 32.63	16.53
Shotcrete Specialist.....	\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-003 07/01/2009

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 07/01/2013

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates	Fringes
Tunnel and Shaft Laborers:	
GROUP 1.....\$ 34.10	16.53
GROUP 2.....\$ 33.87	16.53
GROUP 3.....\$ 33.62	16.53
GROUP 4.....\$ 33.17	16.53
GROUP 5.....\$ 32.63	16.53
Shotcrete Specialist.....\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

Rates	Fringes
LABORER	
Mason Tender-Brick.....\$ 31.70	16.53

LABO0294-001 07/01/2013

FRESNO, KINGS AND MADERA COUNTIES

Rates	Fringes
LABORER (Brick)	
Mason Tender-Brick.....\$ 31.52	16.53

LABO0294-002 07/01/2009	

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person..\$ 25.89	14.93
Traffic Control Person I....\$ 26.19	14.93
Traffic Control Person II...\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 07/01/2013	

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
Tunnel and Shaft Laborers:	
GROUP 1.....\$ 34.10	16.53
GROUP 2.....\$ 33.87	16.53
GROUP 3.....\$ 33.62	16.53
GROUP 4.....\$ 33.17	16.53
GROUP 5.....\$ 32.63	16.53
Shotcrete Specialist.....\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-002 07/01/2009

ALAMEDA COUNTY

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person..\$ 26.89	14.93
Traffic Control Person I...\$ 27.19	14.93
Traffic Control Person II...\$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 07/01/2013

ALAMEDA COUNTY

Rates	Fringes
Tunnel and Shaft Laborers:	
GROUP 1.....\$ 34.10	16.53
GROUP 2.....\$ 33.87	16.53
GROUP 3.....\$ 33.62	16.53
GROUP 4.....\$ 33.17	16.53
GROUP 5.....\$ 32.63	16.53
Shotcrete Specialist.....\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-002 07/01/2009

CONTRA COSTA COUNTY

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person..\$ 26.89	14.93
Traffic Control Person I....\$ 27.19	14.93
Traffic Control Person II...\$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 07/01/2013

CONTRA COSTA COUNTY

Rates	Fringes
Tunnel and Shaft Laborers:	
GROUP 1.....\$ 34.10	16.53
GROUP 2.....\$ 33.87	16.53
GROUP 3.....\$ 33.62	16.53
GROUP 4.....\$ 33.17	16.53
GROUP 5.....\$ 32.63	16.53
Shotcrete Specialist.....\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-002 07/01/2009

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person..\$ 25.89	14.93
Traffic Control Person I....\$ 26.19	14.93
Traffic Control Person II...\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 07/01/2013

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates	Fringes
Tunnel and Shaft Laborers:	
GROUP 1.....\$ 34.10	16.53
GROUP 2.....\$ 33.87	16.53
GROUP 3.....\$ 33.62	16.53
GROUP 4.....\$ 33.17	16.53
GROUP 5.....\$ 32.63	16.53
Shotcrete Specialist.....\$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates	Fringes
LABORER	
Mason Tender-Brick.....\$ 31.70	16.53

LAB01414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates	Fringes
PLASTER TENDER.....\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

Rates	Fringes
Plasterer tender.....\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates	Fringes
Plasterer tender.....\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.	

LAB01414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

Rates	Fringes
PLASTER TENDER	
4 Stories and under.....\$ 28.00	16.36
5 Stories and above.....\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.	

LAB01414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

Rates	Fringes
Plasterer tender.....\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.	

PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates	Fringes
Painters:.....\$ 33.86	20.26

PREMIUMS:

- EXOTIC MATERIALS - \$0.75 additional per hour.
- SPRAY WORK: - \$0.50 additional per hour.
- INDUSTRIAL PAINTING - \$0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

- HIGH WORK:
- over 50 feet - \$2.00 per hour additional
- 100 to 180 feet - \$4.00 per hour additional
- Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 40.37	20.07
AREA 2.....	\$ 36.24	18.67

PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

PAIN0016-015 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 29.06	15.98

FOOTNOTES:
 SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.00 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 37.48	20.26

PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
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GLAZIER.....\$ 32.48 18.20

PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

Rates	Fringes
GLAZIER.....\$ 41.88	21.59

PAIN0294-004 01/01/2013

FRESNO, KINGS AND MADERA COUNTIES

Rates	Fringes
PAINTER	
Brush, Roller.....\$ 25.67	15.63
Drywall Finisher/Taper.....\$ 30.47	16.81

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2013

FRESNO, KINGS & MADERA

Rates	Fringes
SOFT FLOOR LAYER.....\$ 27.83	15.40

PAIN0767-001 01/01/2013

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
GLAZIER.....\$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2013

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 28.27	11.65
GROUP 2.....	\$ 28.60	11.65
GROUP 3.....	\$ 26.96	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2013

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.73

PLAS0066-002 08/01/2011

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 33.13	24.64

PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Counties.....	\$ 32.82	15.10
AREA 337: Monterey County..	\$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.82	15.30

PLAS0300-005 06/28/2010

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 28.65 18.56

PLUM0038-001 07/01/2013

SAN FRANCISCO COUNTY

Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....\$ 62.00	42.39

PLUM0038-005 07/01/2013

SAN FRANCISCO COUNTY

Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....\$ 52.70	31.45

PLUM0062-001 07/01/2013

MONTEREY AND SANTA CRUZ COUNTIES

Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 41.05	24.49

PLUM0159-001 07/01/2013

CONTRA COSTA COUNTY

Rates	Fringes
Plumber and steamfitter (1) Refrigeration.....\$ 50.78	31.34
(2) All other work.....\$ 51.78	31.34

PLUM0246-001 07/01/2013

FRESNO, KINGS & MADERA COUNTIES

Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 36.40	24.74

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

Rates	Fringes
PLUMBER (PIPE TRADESMAN).....\$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well

as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

 PLUM0342-001 07/01/2013

ALAMEDA & CONTRA COSTA COUNTIES

Rates	Fringes
PIPEFITTER	
CONTRA COSTA COUNTY.....\$ 53.71	34.19
PLUMBER, PIPEFITTER, STEAMFITTER	
ALAMEDA COUNTY.....\$ 53.71	34.19

 PLUM0355-004 07/01/2013

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates	Fringes
Underground Utility Worker	
/Landscape Fitter.....\$ 28.55	8.30

 PLUM0393-001 07/01/2013

SAN BENITO AND SANTA CLARA COUNTIES

Rates	Fringes
PLUMBER/PIPEFITTER.....\$ 57.41	30.08

 PLUM0442-001 07/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 37.00	22.59

PLUM0467-001 07/01/2013	

SAN MATEO COUNTY

Rates	Fringes
Plumber/Pipefitter/Steamfitter...\$ 56.45	29.66

ROOF0027-002 09/01/2010	

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
ROOFER.....\$ 27.65	8.07

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2012	

SAN FRANCISCO & SAN MATEO COUNTIES:

Rates	Fringes
ROOFER.....\$ 33.61	12.37

ROOF0081-001 08/01/2011	

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates	Fringes
Roofer.....\$ 33.16	10.90

ROOF0081-004 08/01/2012	

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:

Rates	Fringes
ROOFER.....\$ 29.99	11.82

ROOF0095-002 08/01/2012

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

Rates	Fringes
ROOFER	
Journeyman.....\$ 36.62	13.16
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....\$ 38.62	13.16

SFCA0483-001 01/01/2014

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

Rates	Fringes
SPRINKLER FITTER (FIRE).....\$ 52.42	25.62

SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

Rates	Fringes
SPRINKLER FITTER.....\$ 32.98	19.35

SHEE0104-001 07/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

Rates	Fringes
SHEET METAL WORKER	
AREA 1:	
Mechanical Contracts	
under \$200,000.....\$ 51.30	35.96
All Other Work.....\$ 52.80	34.46
AREA 2.....\$ 40.26	27.56
AREA 3.....\$ 42.66	27.16

SHEE0104-003 07/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES:

Rates	Fringes
SHEET METAL WORKER.....\$ 35.87	26.88

SHEE0104-005 07/01/2013	

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....\$ 35.57	29.36

SHEE0104-007 07/01/2013	

FRESNO, KINGS, AND MADERA COUNTIES:

Rates	Fringes
SHEET METAL WORKER.....\$ 34.49	29.66

SHEE0104-015 07/01/2013	

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....\$ 52.80	34.46

SHEE0104-018 07/01/2013	

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates	Fringes
Sheet metal worker (Metal decking and siding only).....\$ 35.87	26.88

TEAM0094-001 07/01/2013	

Rates	Fringes
Truck drivers:	
GROUP 1.....\$ 27.44	23.69
GROUP 2.....\$ 27.74	23.69
GROUP 3.....\$ 28.04	23.69
GROUP 4.....\$ 28.39	23.69
GROUP 5.....\$ 28.74	23.69

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over

and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Exhibit E – Supplemental Terms and Conditions for Contracts using ARRA
Funds**

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:**
Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
 - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
 - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
 - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

- (i.) The name of the project or activity;
- (ii.) A description of the project or activity;
- (iii.) An evaluation of the completion status of the project or activity; and
- (iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than \$25,000:

- (i.) The name of the entity receiving the contract;
- (ii.) The amount of the contract;
- (iii.) The transaction type;
- (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
- (v.) The Program source;
- (vi.) An award title descriptive of the purpose of each funding action;
- (vii.) The location of the entity receiving the contract;
- (viii.) The primary location of the contract, including the city, state, congressional district and country;
- (ix.) The DUNS number, or name and zip code for the entity headquarters;
- (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

Exhibit F – Small and Disadvantaged Business Enterprise Program



CALIFORNIA HIGH-SPEED RAIL AUTHORITY

August 2012



*Edmund G. Brown Jr.
Governor
State of California*



REVISED SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The California High-Speed Rail Authority is committed to making small business a top priority in all contracting phases of this historic infrastructure project. Our goal is to achieve 30 percent small and disadvantaged business participation on the project. This commitment will serve to inspire business growth, job creation and workforce development opportunities while building the vitality of California's high-speed rail program.

California High Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
www.cahighspeedrail.ca.gov
(916) 324-1541

California High Speed Rail Authority
Small and Disadvantaged Business Enterprise Program

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CALIFORNIA HIGH-SPEED RAIL AUTHORITY

POLICY DIRECTIVE

Number POLI-SB-01

Approved By



Jeff Morales
Chief Executive Officer



Date

SUBJECT: Small and Disadvantaged Business Enterprise Policy

The California High-Speed Rail Authority (Authority) is overseeing the design and construction of a multi-billion dollar state-of-the-art high-speed rail system, with 800 miles of track connecting urban centers from San Francisco to San Diego, utilizing trains that operate at speeds of 220 mph. Building this state-of-the-art high-speed rail system will promote a strong, diverse economy. The project will create significant contracting opportunities for businesses throughout the State of California and will eventually result in more than 1 million job-years, with 100,000s of long-term/permanent jobs once the system is fully in place.

As a condition of federal financial assistance, from the Federal Railroad Administration (FRA), the Authority has signed an assurance that it will implement the best practices of Title 49 Code of Federal Regulations (CFR) Part 26 "*US Department of Transportation DBE Program*" and comply with Title VI of the Civil Rights Act of 1964 and related statutes, on all activities to ensure Small and Disadvantaged Businesses have an equitable opportunity to participate in contracts funded in part or in whole with federal financial assistance. The Authority has established a Small and Disadvantaged Business Enterprise Program, inclusive of Small Businesses (SB), Disabled Veteran Business Enterprises (DVBE), Disadvantaged Business Enterprises (DBE) and Microbusinesses (MB), which meets the State of California SB/DVBE and federal DBE certification eligibility criteria, and herein after, will be referred to as SBs. The Authority is committed to ensuring SBs have the maximum practicable opportunity to compete for and participate in the Authority's contracting and procurement opportunities.

It is the policy of the Authority to ensure SBs as defined by Government Code 14837, Military and Veteran Code 999 and 49 CFR Part 26; are afforded every opportunity to participate in the Authority's contracting program. The Authority strives to meet an overall 30 percent SB participation goal, representative of firms that reflect the diversity of California. The 30 percent goal is inclusive of a 10 percent DBE goal and a 3 percent DVBE goal on federally assisted contracts.

Program Objectives

The Authority's Chief Executive Officer (CEO) has the lead responsibility for the development and implementation of the Authority's SB Program. The CEO will designate a SB Liaison Officer (SBLO). In this capacity, the SBLO is responsible for implementing and ensuring compliance by all parties with respect to all components of the program.

The Authority's policy and race and gender neutral SB Program incorporates the following objectives:

- Ensure participation by SB concerns owned and controlled by socially and economically disadvantaged individuals;
- Provide maximum practicable opportunities for SBs, including veteran owned small businesses and service-disabled veteran small businesses;
- Ensure best practices are implemented, consistent with our nation's Civil Rights and Equal Opportunity laws that ensure all individuals regardless of race, gender, age, disability and national origin benefit from activities funded by federal financial assistance;
- Meet construction employment goals for minorities and women;
- Ensure non-discrimination in the award and administration of all contracts inclusive of USDOT-assisted contracts;
- Create a level playing field in which SBs can compete fairly for all Authority contracts and subcontracts;
- Ensure that the SB Program is implemented in accordance with applicable State and federal laws and regulations;
- Ensure that only firms that fully meet Government Code 14837, Military and Veterans Code 999 and 49 CFR Part 26 eligibility standards are permitted to be counted towards meeting the overall SB goal;
- Help remove barriers for the participation of SBs;
- Assist in the development of existing SB firms--enabling the firms to compete successfully in the market place;
- Ensure Contractors meet the established SB goals, including developing a SB Performance Plan (SB Utilization Plan);
- Ensure subcontract solicitation and subcontract documents include the SB Program plan and goal requirements;
- Ensure the SB Program is flexible, attainable, efficient and credible; and
- Ensure a workforce on the construction of the project to be reflective of the diversity of California.

The Authority will administer the SB Program in accordance with the spirit and intent of the Governor's Executive Order S-02-06 and US Department of Transportation, 49 CFR Part 26, federal financial assistance agreements until all funds are expended.

The Authority ensures Equal Opportunity to all people and businesses, regardless of race, color, or national origin.

I. SUBPART A: GENERAL REQUIREMENTS

I.A. Program Authority and Applicability

Pursuant to the Authority's project funding assurances, the SB Program is authorized by Executive Order S-02-06; and by Title VI of the Civil Rights Act of 1964 and related statutes.

This SB Program is applicable to the Authority's State financially assisted and federal USDOT-- Federal Railroad Administration (FRA) financially assisted projects. To ensure success of the program, the Authority will require strict compliance in meeting the program objectives and corresponding requirements by all Authority staff, its Consultants, Contractors and subcontractors, regardless of tier.

The SB Program:

1. Complies with State laws and federal regulations and financial assistance agreements;
2. Meets legal standards of application;
3. Ensures non-discrimination in the award of State and USDOT-assisted contracts; and
4. Reaffirms the Authority's commitment to fairness and the principles of equal opportunity.

In the event of any conflicts or inconsistencies between the federal regulations and the SB Program with respect to DOT-assisted contracts, the federal regulations shall prevail.

Contracts

The Authority recognizes that certain modifications are necessary to adapt the SB Program for use in connection with the construction of the high speed rail system. The SB Program plan provisions will be modified for construction, professional services, and supplier and manufacturer procurements.

I.B. Definitions

Some of the most common terms, as used in the SB Program, are defined as:

Business Registry: A list of all contractors, SBs and non-SBs, which have expressed an interest in bidding on the Authority's prime contracts and subcontracts. The purpose of this list is to provide as accurate data as possible about the availability of SBs and non-SBs who seek to work on Authority contracts.

California Unified Certification Program (CUCP): One-stop certification clearinghouse, enabling applicants to apply once for DBE certification, which will be honored by all USDOT recipients in the state of California.

Commercially Useful Function (CUF): A small, disadvantaged business, disabled veteran business and microbusiness is deemed to perform a commercially useful function if the business does all of the following:

Disabled Veteran Business Enterprise:

Disabled veteran business enterprise contractor, subcontractor, or supplier which means any person or entity that has been certified by the administering agency pursuant to this article and that performs a “commercially useful function,” as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements. Pursuant to the Military and Veteran Code 999(b) (5):

(i) A person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:

(I)(aa) is responsible for the execution of a distinct element of the work of the contract.

(ab) carries out the obligation by actually performing, managing, or supervising the work involved.

(ac) performs work that is normal for its business services and functions.

(II) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

(ii) a Contractor, subcontractor, or supplier will not be considered to perform a “commercially useful function” if the Contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

Disadvantaged Business Enterprise:

Pursuant to Title 49 CFR Part 26.55 (1), “A DBE performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE must also be responsible, with respect, to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing and paying for the material itself.” As stated in 49 CFR Part 26.55 (2)(3), “A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. A DBE does not perform a CUF if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.”

Small Business or Microbusiness:

Pursuant to the Government Code § 14837 and California Code of Regulations § 1896.4(h), a SB or Microbusiness is considered to perform a CUF if the firm:

1. Is responsible for the execution of a distinct element of the work of the contract;
2. Carries out its obligation by actually performing, managing, or supervising the work involved;
3. Performs work that is normal for its business services and functions;
4. Is not further subcontracting a greater portion of the work that is greater than that expected to be subcontracted by normal industry practices;
5. Is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself; and
6. Will not be considered to perform a CUF if the role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to achieve the appearance of small business or microbusiness participation.

Compliance: A Contractor has correctly implemented the requirements of the SB Program.

Contract: A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to construction and professional services) and the buyer to pay for them.

Contractor: One who participates, through a prime contract, in the Authority's Design-Build program. In this SB Program, Contractor shall also mean--Design-Builder, Master Contractor, Prime Contractor and Prime Consultant.

Department of Transportation or USDOT: The U.S. Department of Transportation, including the Office of the Secretary, the Federal Railroad Administration (FRA), Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA). U.S. Department of Transportation is also synonymous with Operating Administration.

DBE Certification: A certification issued to a firm by a certifying member agency of the California Unified Certification Program (CUCP) which has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the certifying CUCP member. Refer to the DBE Directory for a listing of DBE firms.

DOT-Assisted Contract: A contract funded in whole or in part with USDOT financial assistance, including letters of credit or loan guarantees.

Goal: A numerically expressed objective, which the Authority or its Contractors are required to make Good Faith Efforts to achieve.

Good Faith Efforts: Efforts to achieve the established SB goal or other requirements which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Authority's SB Program requirement.

North American Industrial Classification System (NAICS): The five to six digit classification number which best describes the primary business of a firm. The basis for industry classification changed from the 1987 Standard Industrial Classification System (SIC) to the 2002 NAICS.

Non-Compliance: A Contractor who has not correctly implemented the requirements of the SB Program.

Professional Services: Professional services that are infrequent, technical or unique functions performed by independent Contractors or consultants whose occupation is the rendering of such services.

Program: Any undertaking on the Authority to use State and USDOT financial assistance authorized by laws to which the SB Program applies.

Race-Conscious Measure: A program or portion thereof that focuses specifically on assisting only DBEs, including women-owned DBEs, by the development and inclusion of numeric participation goals.

Race-Neutral Measure: A program or portion thereof that, assists all small businesses regardless of ownership through community outreach and awareness programs to participate successfully in the

Authority's procurement program. For the purposes of the SB Program, "race neutral" includes gender neutrality.

Small Business Concern: In order to be as inclusive as possible to small businesses for the purpose of this federal aid project, the Authority recognizes a Small Business Concern to include certified Small Businesses (SB), Disadvantaged Business Enterprises (DBE), Disabled Veteran Business Enterprises (DVBE) and Microbusinesses. With respect to firms seeking to participate as SB or DBE in DOT-assisted contracts, a business which meets the definition contained in Section 3 of the Small Business Act and the U.S. Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65 (b)., as set forth below:

Disadvantaged Business Enterprise (DBE) – 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. In the case of a corporation, 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 and has been certified as a Disadvantaged in accordance with 49 C.F.R. Part 26. The Authority recognizes DBE certifications issued by the California Unified Certification Program (CUCP).

Disabled Veteran Business Enterprise (DVBE) – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.

Microbusiness (MB) – A for-profit small business concern with gross annual receipts of less than \$3,500,000; or, if the small business is a manufacturer, with 25 or fewer employees. The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

Small Business (SB) – A for-profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business.

For purposes of 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California, and with owners living in California, has grossed \$14 million or less over the previous three (3) tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services. The Small Business participation will be counted toward the Authority's overall Small Business utilization goal.

Small Business Administration (SBA): The United States Small Business Administration.

Small Business Liaison Officer (SBLO): The SBLO shall be responsible for implementing all aspects of the Authority SB Program.

Socially and Economically Disadvantaged Individual: Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and is—

- (1) Found to be socially and economically disadvantaged on a case by case basis by a certifying agency pursuant to the standards of the USDOT Title 49 CFR Part 26.
- (2) A member of any one or more of the following groups, members of which are rebuttably presumed to be social and economically disadvantaged:
 - (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women; and
 - (vii) Any additional group whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Subcontractor: (a) Prior to contract award, any person with whom the Offeror proposed to enter into a subcontract for any part of the work, or that will enter into a sub-subcontract for any part of the work, at any tier; or (b) after contract award, any person with whom the Contractor has entered into a subcontract for any part of the work, or with whom the Contractor has entered into a subcontract for any part of the work, or with whom any subcontractor has further subcontracted any part of the work, at all tiers. In this SB Program, Subcontractor shall also mean—Supplier, Vendor, and Services, to include general and professional services, regardless of tier.

I.C. Non-discrimination Requirements

The Authority will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract.

In administering its SB Program, the Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the SB Program with respect to individuals of a particular race, color, sex, disability or national origin.

In accordance with Title VI of the 1964 Civil Rights Act and related statutes, Contractors and Consultants, regardless of tier, shall comply with the following non-discrimination requirements:

A. Compliance with regulations: The Contractor shall comply with regulations relative to Title VI (non-discrimination in federally-assisted programs of the U.S. Department of Transportation - Title 49 CFR Part 21 and Part 26.7 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of non-discrimination in which no person shall, on the basis of race, color, or national origin, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

B. Non-discrimination: The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 et. seq. of the USDOT's regulations, including employment practices.

C. Solicitations for Subcontracts, Including Procurements of Services, Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the regulations relative to non-discrimination on the grounds of race, color or national origin.

D. Information and Reports: The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority or any duly authorized representative of the federal government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Non-compliance: In the event of the Contractor's non-compliance with the non-discrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as it or any federal funding agency may determine to be appropriate, including, but not limited to:

- 1) Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
- 2) Cancellation, termination or suspension of the Agreement, in whole or in part.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the Authority or any federal funding agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions.

The Authority will ensure that the following clause is placed, in every USDOT-assisted contract and in subcontract language, regardless of tier:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, or national origin in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26.13(b) in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

For Solely State Funded Contracts

In accordance with State non-discrimination program requirements as set forth in Government Code Section 12990 et seq and Title 2, California Code of Regulations, Division 4, Chapter 5, Sections 8103, 8104, 8108 and 8113 (unless exempted pursuant to Section 8115) Contractors or subcontractor firms with 50 or more employees shall provide a description of the firm's non-discrimination plan designed to eliminate discrimination based on race, color, religion, age, sex, sexual orientation, disability or national origin.

Each firm (Contractor or subcontractor) with fewer than 50 employees must provide a statement indicating that the firm has fewer than 50 employees and is therefore exempt from the Non-discrimination Plan requirement.

I.D. Federal Financial Assistance Agreements

Pursuant to Public Utilities Code 185036(d) the Authority may enter into a cooperative or joint development agreement with local governments or private entities. As a condition of receiving federal financial assistance funds, the local government or private entities must adhere to non-discrimination and develop and implement a SB Program in accordance with the best practices of 49 CFR Part 26, where applicable. The local government or private entity may implement an existing SB Program, with the concurrence of the Authority.

Pursuant to federal provisions, the Authority shall require the local government or private entity to provide assurances of their compliance with 49 CFR Part 26.13(a), and will include the below language in agreements with local governments or private entities.

Assurance: 49 CFR Part 26.13(a)

The (INSERT LOCAL GOVERNMENT OR PRIVATE ENTITY NAME) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its SB Program or the best practices of 49 CFR Part 26. The (INSERT NAME) shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of USDOT assisted contracts. The Authority's SB Program, as approved by FRA or FTA, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Authority of (INSERT NAME) failure to carry out its approved program, the FRA or FTA may impose sanction as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Authority shall maintain program oversight to ensure the local government or private entity complies with the best practices of 49 CFR Part 26, where applicable, under the cooperative or joint development agreement.

II. SUBPART B: RESPONSIBILITY OF SB PROGRAM IMPLEMENTATION

II.A SB Liaison Officer (SBLO)

The Authority's Chief Executive Officer (CEO) designates the SBLO to administer the day-to-day operations of the SB Program. The SBLO has direct, independent access to the CEO concerning SB Program matters. The SBLO contact information is:

Small Business Liaison Officer
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
(916) 324-1541

The SBLO or its designee, is responsible for implementing all aspects of the SB Program and ensuring that Authority complies with all provisions of the Executive Order S-02-06 and the best practices of 49 CFR Part 26.25, where applicable. An organization chart displaying the SBLO position in the organization is found in Attachment 1 to this plan.

In this capacity, the SBLO is responsible for developing, implementing and monitoring the SB Program, in coordination with other appropriate officials. The SBLO shall have appropriate resources to assist in the administration of the program. The duties and responsibilities include, and are not limited to the following:

1. Develops, implements and monitors the SB Program, keeping it up-to-date with the current business environment and the latest revisions to the applicable State and federal laws and regulations, ensuring the SB Program is responsive to and in compliance with the regulations, including, but not limited to, the Executive Order S-02-06 and the best practices of 49 CFR Part 26, as applicable.
2. Performs the duties of the Small Business Liaison and Disabled Veteran Business Enterprise Advocate, as prescribed by State statutes.
3. Ensures the Authority employees and its Contractors under contract; understand the importance of the SB Program and meeting the established SB utilization goals.
4. Provides SB Program training to the Authority employees, Program Management Team and others as appropriate.
5. Complies reports and publishes statistical SB utilization data as required for appropriate entities.
6. Reviews third party contracts and purchase requisitions for compliance with this program.
7. Works with the Program Management Team to set an overall SB business goal.
8. Ensures bid notices and requests for proposals are available to SBs in a timely manner.
9. Identifies federally assisted contracts and procurements and assesses viability for race-neutral or race-conscious contract-specific goal application, where applicable.

10. Analyzes progress toward goal attainments and identifies ways to improve progress, as necessary.
11. Participates in SB meetings and outreach events.
12. Participates in the development and review of contract specifications and solicitations.
13. Evaluates Bidder/Offeror Good Faith Efforts and/or Small Business Performance Plan submittals for compliance with the SB Program objectives.
14. Advises the CEO and the Authority's Board on SB matters and achievements.
15. Plans and participates in SB training seminars.
16. Conducts business outreach and assists SBs in obtaining the necessary information to compete on contracts by providing guidance and direction, and advising SBs on where to seek management, SB certifications, technical business development expertise, bonding, lines of credit and other supportive services.
17. Provides guidance and assistance to Contractors on the development and implementation of their SB Program Performance Plans.
18. Reviews SB utilization reports from Contractors and makes recommendations, where applicable.
19. Monitors and conducts SB Program reviews of the Contractors adherence with Title VI Program and the SB Program.
20. Ensures coordination of the SB Program deliverables with Authority managers, the Authority's Board, Governor's Office, DGS, FRA, Federal Transit Administration, local agencies and the business community.
21. Ensures only firms meeting eligibility standards count towards the overall SB goal.
22. Facilitates SB inquiries regarding Authority activities, contracts and projects.
23. Facilitates the Authority Business Advisory Council formation, meetings, activities and reports on SB utilization.

II.B. Shared Responsibility

The following Authority divisions have a shared responsibility to achieve the overall SB Program goals and ensure compliance and success of the SB Program and objectives.

Administrative Services - Procurements and Contracts responsibilities will include, and are not limited to the following, as applicable:

1. Provides draft scopes of work and engineering estimates to enable the SBLO to actively engage in goal setting, outreach and the development of appropriate SB language in solicitation documents.

2. Provides the SBLO with copies of final Information for Bids (IFB), Request for Proposal (RFP), Request for Interest of Qualification (RFIQ), Purchase Orders (PO), mailing lists and advanced notices on Authority procurements.
3. Incorporates SB goals and compliance language into the solicitations.
4. Notifies the SBLO of any changes to IFBs, RFIQs, RFPs and POs.
5. Disseminates information on contracting opportunities to the SBs on the Business Registry and posts on Authority webpage in addition to BidSync.
6. Documents the placement of legal notices in response to Title VI and the best practices 49 CFR Part 26 publication requirements for SB goals, as applicable. Notices will be placed in general, trade and minority focused newspapers.
7. Notifies the SBLO of pre-bid, pre-proposal and pre-construction conferences.
8. Solicits and maintains Business Registry and assists in the identification of potential SB vendors and contractors.
9. Requests SBLO or staff member participation on Bid and Proposal Evaluation, and Negotiation Committees or Teams.
10. Forwards copies of Bids and Proposals to the SBLO for evaluation of responsiveness and/or responsibility to SB Program requirements.
11. Participates in outreach program activities, including vendor fairs.
12. Collects, tracks and reports quarterly and annual SB reports to the SBLO.
13. Assists the SBLO in compiling federal financial assistance information and data to facilitate a SB goal.
14. Assists the SBLO to identify SB financial institutions, bonding and insurance programs to help increase the number of SB participating in contracts and subcontracts.
15. Assists on other contract administration activities that impacts SB utilization.

II.C. Other Program Support Divisions

The Authority personnel, divisions and Program Management Team share in the responsibility for ensuring the effective implementation and success of the SB Program. The program support divisions and Program Management Team are expected to give their full cooperation and active support to the SBLO in this effort.

Program Management Team responsibilities will include, and not be limited to:

1. Develops a working knowledge of the SB Program's policies, practices and procedures, including race and gender neutral methods of achieving SB utilization by implementing the SB Program requirements.

2. Notifies the SBLO in a timely manner of the project's Pre-Proposal or Pre-Bid conferences and "Kick-Off" meetings.
3. Structures individual contracting actions and acquisition strategies to create a level playing field and utilization by SBs, wherever possible. This includes dividing a contract statement of work, where possible, into portions that will enable SBs to compete as primes. Proper use of this structuring for SB utilization shall not result in the avoidance of proper approval Authority. This also includes, if not prohibited by State law, waiving or reducing bonding requirements or allowing for incremental bonding.
4. Assists the SBLO to perform ongoing contract compliance and monitoring to ensure SBs are utilized on contracts and subcontracts as committed.
5. Assists the SBLO to obtain SB utilization data records and reports, to include reviewing the documents for compliance with the contract terms and conditions and SB Program requirements.
6. Identifies and refers potential SB utilization issues promptly to the SBLO.
7. Responds promptly to other SB related requests.

Communications and Outreach Team responsibilities will include, and not be limited to:

1. Provides up-to-date information electronically on the Authority webpages regarding contracting opportunities, upcoming events and current SB Program information.
2. Provides project and contract information in multiple medias, such as newspapers, other publications, webpages, and a toll free number.
3. Ensures similar business opportunities and events are posted on the DGS and BidSync webpages.
4. Assists the SBLO to provide technical assistance to firms requesting to be placed on the Business Registry, provides database information, including detailed step-by-step instructions on how to register on the Business Registry database.

II.D. Fostering Small Business Participation

In accordance with the best practices of 49 CFR 26.39, the SB Program shall include elements to structure contracting requirements to facilitate competition by small businesses, taking all reasonable steps to eliminate barriers, including unnecessary and unjustified bundling of contract requirements that may preclude small businesses from participating as prime contractors or subcontractors.

The SBLO is responsible for identifying and implementing innovative acquisition strategies, such as to:

1. Assist SBs in understanding how to do business with the Authority and other Contractors.
2. Participate in forums to hear about and address SB issues.
3. Develop and implement methods for outreach and promotion of SBs to the Authority contract opportunities.

4. Develop brochures and other written material and marketing tools that promote SB utilization in contracts.
5. Create a calendar of contract opportunities, outreach events and general information of interest to SB and post it on the website at www.cahighspeedrail.ca.gov under the Small Business Resources webpage.
6. Disseminate information on networking opportunities for all SBs.
7. Inspire prime bidders on a contract without a goal to provide subcontracting opportunities of a size that SBs can reasonably perform on.
8. Encourage the utilization of the State of California Small Business Option, where possible.
9. Express to Contractors the importance of utilizing innovative strategies in their subcontracting procurements to meet the overall SB goal, which includes utilizing a Small Business Option.

The SBLO will track SB utilization through the *Form 103* and include SB attainments on annual reports and publish the information on the Authority website under the Small Business Resources webpage.

III. SUBPART C: ADMINISTRATIVE REQUIREMENTS

III.A. Data Collection and Reporting

State SB Reporting

Pursuant to Government Code § 14838, the Authority is obliged to report SB utilization to the Authority's Board, DGS and California Legislators through the Standard Form 810—Contracting Activity Report and related Form 810s. The Authority shall submit the report to DGS by July 31 of each year. The data will include SB contract and subcontract awards for previous fiscal year on solely State funded contracts (See Attachment 2—Standard Form 810). The SB utilization data for the Form 810 will be collected from Contractors through the monthly submittal of the Form 103 SB Utilization Report.

Federal SB and DBE Reporting

The Authority will report SB, including DBE utilization, on the USDOT Uniform Report of DBE Awards/Attainments Form. The report will be submitted to the FRA on a semi-annual basis (June 1 and December 1) each year. The June 1 report shall include information from October 1 through March 31. The December 1 report shall include information from April 1 through September 30. These reports will capture SB, including DBE utilization for USDOT financially assisted contracts awarded during the reporting period and actual SB attainments based on payments made to SBs and DBEs on USDOT financially assisted contracts closed within the respective reporting period (See Attachment 3 for the USDOT Uniform Report of DBE Awards and Commitments Form). The SB utilization data will be collected from Contractors through the monthly submittal of the Form 103 SB Utilization Report.

In the event that the Authority receives USDOT financial assistance from an Operating Administration that has directed the Authority to impose 49 CFR Section 26.45(e) (2), the Authority will develop a DBE goal in accordance with federally prescribed goal setting methodology and submit its overall DBE goal to the appropriate USDOT Operating Administration by August 1, under a three-year goal review interval. The Authority will additionally, on an annual basis, review its DBE attainments in contrast to its overall DBE goal to determine if any measures, including race-conscious measures would need to be instituted to effectively meet its established overall DBE goal.

For purposes of the federal SB and DBE utilization report, a small business that is certified by the DGS or the SBA will be counted as a SB.

Business Registry

The Authority will create and maintain a Business Registry, consisting of information regarding all SBs and non-SBs that have expressed an interest in, have bid or quoted on the Authority's contracting opportunities. The purpose of the Business Registry is to determine the availability of the SBs interested in the rail project and provide potential and selected Contractors with information on who is available for subcontracting opportunities. The Business Registry is designed to capture:

- Business name
- Contact information—address, phone numbers
- SB certification type and status
- If the firm is not a SB, their non-SB status

- Age of business
- General or average annual gross receipts
- General business services
- Business's NAICS
- Central Contractor Registration number

The Business Registry will be derived through the contract procurement solicitation process and through the Authority's website. The Business Registry will be available to prospective Bidders and Offerers to facilitate meeting the SB goal. The Business Registry is not a certification directory. SB certification must be validated through a recognized certifying agency.

SB/DVBE/DBE Directories:

The Authority and Contractor shall rely on the DGS - SB/DVBE/Microbusiness Directory, the California Unified Certification Program (CUCP) and the SBA directory to identify and verify certified firms. A complete listing of certified SBs, DVBEs and Microbusinesses can be found on the DGS website at www.dgs.ca.gov/pd/programs/OSDS/aspx. A complete listing of certified DBEs can be found on the California Unified Certification Program website at www.dot.ca.gov/hq/bep. A complete listing of certified SBs by the SBA can be found at www.sam.gov.

The directories provide the firm's name, address, phone number, fax number, certification status and the type of services the firm provides. (Government Code § 14837 and 49 CFR 26.31)

Notification of Reporting Responsibilities

Contractors participating in any of the Authority's contracts shall fully comply with the Authority's specific SB reporting, adhoc reports, record keeping and report submittal requirements.

SB Activity Reporting Forms

All Contractors shall submit monthly progress reports on SB utilization to the Authority. The Authority and Contractors will keep a running tally of actual payments to SBs for work committed to them during the contract performance. Attachment 4, *Monthly SB Subcontractors Paid Report-- Summary and Payment Verification* (Form 103) will be used to keep the running tally. The Form 103 reporting requirement also captures SB utilization at all tiers.

All Contractors shall submit the Form 103 by the 15th of each month. The contract specifications shall describe the method in which to transmit the monthly report. Failure to submit the Form 103 reports may result in the imposition of a penalty of \$1,000 per day for each monthly report overdue. Civil penalties for knowingly providing information on Form 103, is in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. [Military and Veterans Code § 999.5(d)].

Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions.

The monthly Form 103 is designed to capture and verify the following information:

- a. Name of each SB participating under the respective contract.
- b. Type of work assignment designated to each SB.
- c. The dollars committed to each SB.
- d. The dollars paid to each SB during the reporting period.
- e. The dollars paid to date for each SB.
- f. The dollars paid to the SB as a result of a change order or other cost modification.
- g. The dollars paid to date as a percentage of the total commitment to each SB.
- h. Date of last progress payment to the Contractor.
- i. Invoice number corresponding to last payment to subcontractor.
- j. An authorized Contractor's Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per State laws and the best practices of 49 CFR Part 26.29, as applicable.

III.B. Record Maintenance and Confidentiality

The Authority shall maintain records for the period prescribed in State Records Management and Federal Records Management and requires Contractors to do the same. The Authority shall safeguard from disclosing to third parties information that may reasonably be regarded as confidential business information, consistent with federal, State, and local law. The California Legislature created the Public Records Act, mindful of the right of individuals to privacy, finding and declaring that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state.

III.C. SB Program Updates and Amendments

The SB Program will be administered in accordance with applicable statutes, regulations and funding assurance conditions. The SB Program may be amended to reflect significant operation, administration, regulatory and/or statutory changes that will effect implementation of the program. Amendments to the program will be incorporated and presented to the appropriate State, federal and private funding partners, as deemed necessary. The amended language will be posted on the webpage as an "update" to the SB Program. The SB Program updates and amendments will be disseminated to the Contractors for incorporation into existing contracts.

Accountability

The Authority will follow the accountability provisions in the best practices of 49 CFR 26 to assure the FRA that it is committed to carry out the best practices of 49 CFR 26 to meet the USDOT intended goals and objectives of affording SBs a level playing field by which to actively bid/propose and successfully perform on the Authority's USDOT-assisted contracts.

In the event the Authority does not meet its overall SB goal at the end of the fiscal year, it will in conformance with USDOT guidance, analyze the reasons for the shortfall and establish specific steps and milestones to correct problems identified in its analysis that will enable the Authority to meet its goal in the new fiscal year. The Authority must submit the analysis and corrective actions within 90 days of the end of the fiscal year for FRA approval.

When the FRA approves the report, the Authority will be regarded as compliant with the best practices of 49 CFR Part 26 for the remainder of the federal fiscal year. FRA may impose

conditions on its approval, including the requirement to increase good faith efforts or modify the SB Program race-neutral measures for the remainder of the federal fiscal year. [49 CFR Part 26.47(c) and (d)].

The Authority will additionally maintain strong outreach efforts to encourage small, disabled veteran, minority and women-owned firms to become certified as SB, DBEs, DVBES and Microbusinesses to increase the pool of ready, willing and able SBs.

III.D. Prompt Payment Mechanisms

The Authority will include the following clause in each contract:

“The Contractor/Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Contractor receives from Authority. The Contractor/Consultant agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both SB and non-SB subcontracts (Government Code 927 et seq. Public Contract Codes 10261, 10262 et seq, Business and Professions Code 7108.5, Military and Veterans Code 999.5 (d) (4), and 49 CFR Part 26.29, where appropriate.)

Monitoring Payments to SBs

The Authority shall use the monthly Form 103 to monitor and enforce the Contractor's compliance with the prompt payment provisions to ensure all contract terms and conditions are fully adhered to. Evidence of payment made to subcontractors must be provided at the Authority's request, to verify compliance. Credits toward the overall or individual contract goals are to be taken upon satisfactory evidence that payments were actually made to SBs. Failure to comply with these provisions or delay in payment without prior written approval from the Authority will constitute non-compliance, which will result in appropriate administrative sanctions, up to and including withholding of payment to the Contractor. Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions.

It is the Contractor's responsibility to maintain records and documents upon completion of the contract. These records will be made available for inspection upon request by any authorized representative of the Authority, FRA or USDOT. The Authority may perform interim audits of payments to SBs. The audit will review payments to SBs to ensure that the actual amount paid to SBs equals the dollar amounts reported on the Form 103 report.

If the Authority determines that the Contractor has failed to comply with the prompt payment provisions, written notice shall be given to the Contractor and/or the Contractor's Surety that, if the default is not remedied within a specified period of time, at least five (5) days, the contract may be terminated for cause, in accordance with the terms and conditions of the contract.

III.E. Small Business Meetings

The Contractor and Contractor's Small Business Officer shall host SB partnering meetings with a representative of each SB firm, Authority staff and Authority's SBLO, within 60 days of Notice to Proceed to ensure all parties understand and are acclimated to the SB Program requirements, including the

commitments made in Contractor's SB Performance Plan, as applicable. The meeting should be in proximity to the construction site. The agenda will include the role and responsibilities of the Contractor's SB Officer and how the Contractor will assist SBs in completing their subcontracts. The Authority will provide an overview of the contract SB requirements, including prompt payment, retention, commercially useful function, reporting requirements and other matters. The Contractor is responsible for notifying all subcontractors, regardless of tier, of the SB Program and Contractor's SB Performance Plan requirements.

III.F. Contract Monitoring and Compliance

The Authority's Contract Compliance Officer shall be responsible for working with the Contractor's designated SB Liaison Officer to ensure the following contract monitoring and enforcements actions are taken to comply with Executive Order S-02-06 and the best practices of 49 CFR Part 26, where applicable.

Recordkeeping

The Authority has a recordkeeping mechanism that allows for timely data capturing on the Contractor's SB utilization attainments. The Contractor's monthly submission of the Form 103 enables the Authority to effectively monitor, track and report SB contract awards and progress in attaining their respective SB goal commitments throughout the performance of the contract. The Authority will monitor the Contractor's compliance to ensure that work committed to SBs at contract award and thereafter is actually performed by the SBs and is fully actualized based on dollars paid to the SBs. Procedures adopted by the Authority also serve to comply with the Governor's Executive Order S-02-06 and the best practices of 49 CFR Part 26.

Executed SB Subcontract Agreements

The Contractor shall submit copies of all executed SB subcontracts and/or SB purchase orders (PO) within 14 working days after the Notice to Proceed is issued by the Authority. Subcontract agreements entered into subsequent to the NTP, shall be submitted to the Authority within 14 working days following commencement of the work, regardless of the subcontractor and vendor tier. The Contractor and its lower tier subcontractors must incorporate the Authority's prompt payment provisions in all executed subcontract agreements.

On-Site Performance Monitoring

During the course of the contract, the Authority will perform periodic on-site monitoring to ensure that work committed to SB firms is actually being performed by the SBs.

The Authority may also utilize the Labor Compliance Field Interview process as a secondary mechanism to verify that work awarded to SBs are being performed by the SB's own workforce. The interview results will be reconciled against the SB agreements submitted by the Contractor and the Contractor's Form 103 reports.

Written Certification

As a part of the project/contract close-out process, the Authority will include a written certification that it has fully monitored the contract in accordance with the SB Policy and approved SB Program. The written certification will be maintained in the Authority's contract file and available upon request to the funding partner.

Administrative Remedies for Non-Compliance

Areas of identified non-compliance will be subject to administrative or financial sanctions and may include termination of the contract. The Authority will consider all State and federal regulatory options to impose administrative or financial sanctions, which may include termination of the contract and present the action to the Authority Board.

All Contractors deemed to be in non-compliance shall be informed in writing by certified mail, by the SBLO or designee that administrative remedies shall be mandatory for failure to comply with the SB Program requirements. The Contractor shall be given five (5) working days from the date the notice was received, to file a written appeal to the Chief Executive Officer. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The notice shall state the specific administrative remedy to be imposed.

The Chief Executive Officer or his/her designee, at his/her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. The written decision of the Chief Executive Officer or designee is final and there is no further administrative appeal process.

In the event the Contractor fails to demonstrate that it undertook adequate good faith efforts to the satisfaction of the Authority to meet the objectives and reporting requirements of the program and/or meet their respective SB goal commitment, the Authority reserves the right to initiate administrative remedies, which may include, but are not limited to:

1. Withholding an amount equal to the difference between the actual SB attainment and the Contractor's SB goal commitment from any milestone payment that would otherwise be due until the breach is cured, including submittal of Monthly Narrative SB Progress Reports demonstrating satisfactory good faith efforts towards achieving the SB goal;
2. Withholding up to the full amount of any milestone payments that would otherwise be due until the breach is cured, including submittal of Monthly Narrative SB Progress Reports demonstrating satisfactory good faith efforts towards achieving the SB goal;
3. Requiring the Contractor to prepare a Corrective Action Agreement and to make a presentation to the Authority Board at the next regularly scheduled Board meeting to explain reasons for non-compliance and present the Corrective Action Agreement to remedy non-compliance. Thereafter, until such time as compliance is achieved and the Board determines that future presentations are not needed, the Contractor is to provide written reports and make presentations to the Board on a quarterly basis, or more often as required by the Board;
4. Penalty of \$1000 per day for each monthly Form 103 (See Attachment 4) report that is overdue;
5. Civil penalties for knowingly providing false information on the Form 103, in the minimum amount of \$2,500 and the maximum amount of \$25,000;
6. Holding a Responsibility Determination Hearing in which the Contractor's past non-compliance performance may preclude the Contractor from bidding on future projects; and/or,
7. Termination of the contract in part or in whole.

The Administrative Remedies shall not apply if the Contractor is able to demonstrate to the satisfaction of the Authority that it has fully effectuated compliance to remedy all areas of non-compliance and/or exercised adequate efforts in an attempt to meet the overall project and/or contract-specific SB goal commitments.

The Authority will bring to the attention of the affected Operating Administration through the Civil Rights Officer, any false, fraudulent or dishonest conduct in connection with the program, so that the affected Operating Administration can take the steps e.g., referral to the U.S. Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud Civil Penalties Act of 1986 (6 CFR 13, as amended, 31 U.S.C. § 3801 et. seq. and USDOT regulations Program Fraud Civil Remedies (49 CFR Part 31). The Authority also will consider similar action under its own legal authorities.

The Contractor is advised to reference the Debarment and Suspension section in the General Provisions for additional information.

USDOT Hotline

Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should use the USDOT "hotline" to report these activities. The "hotline" is part of the USDOT's continuing effort to identify and investigate contract fraud and abuse, and it is operated under the direction of the USDOT Inspector General. The office is open Monday through Friday, between 8:00 a.m. and 5:00 p.m., Eastern Time, telephone number (800) 424-9071. All information will be treated confidentially, and caller anonymity will be respected.

IV. SUBPART D: GOALS, GOOD FAITH EFFORTS, AND COUNTING SB PARTICIPATION

IV.A. Overall Goal

The Authority has established an overall SB goal of 30 percent to be achieved through the utilization of small business concerns, in any combination and at any tier level. In order to be as inclusive as possible to small businesses, the Authority recognizes a small business concern to include certified:

- ▶ Small Businesses (SB)
- ▶ Disadvantaged Business Enterprises (DBE)
- ▶ Disabled Veteran Business Enterprises (DVBE)
- ▶ Microbusinesses (MB)

The SB Program has incorporated the best practices of 49 CFR Part 26, Section 26.41. On federally assisted contracts, the Authority established a 10 percent DBE goal, within the overall 30 percent SB goal. The 10 percent DBE goal is wholly race-neutral.

The SB Program has incorporated California Executive Order D-43-01; Public Contract Code 10115(c), and Military and Veterans Code 999 et. seq, as applicable. On federal assisted contracts, the Authority established a three (3) percent DVBE goal, within the overall 30 percent SB goal. On 100 percent State funded contracts; the Authority established a three (3) DVBE goal or an incentive as authorized by Military and Veterans Code 999 et. seq.

The Authority will provide its overall goal recommendation to the Authority Board, SBs, contracting industry and small business organizations for review, comment and consultation. Following this consultation, the Authority will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice and inform the public that the Authority is soliciting comments for consideration on the proposed goals for 45 days from the date of the notice. The notice shall include the address to which comments may be sent and business location where the proposed goal may be reviewed.

The Authority will exercise good faith efforts to meet the overall SB Program goals and objectives, in partnership with its Contractors and resource partners.

IV.B. Federal Financial Assisted Contract Goal

For contracts with USDOT financial assistance that are received from an Operating Administration with Congressional regulatory authority to impose 49 CFR Part 26 in its entirety, the Authority shall establish an appropriate DBE goal for the individual projects and/or contracts in accordance with 49 CFR Part 26.

In the event the Authority is directed by the Operating Administration to operate in a race-conscious environment, the Authority will use DBE contract goals to meet any portion of the overall goal the Authority does not foresee being able to meet using race-neutral measures. Contract goals are established so that, over the period to which the overall goal applies, contract goals will cumulatively result in meeting any portion of the Authority's overall goal that is not projected to be met through the use of race and gender neutral measures.

IV.C. Good Faith Efforts (Pre and Post Award)

The Authority and its Contractors, as good business stewards, will exercise good faith efforts to meet the Authority's overall SB goal as outlined in this SB Program, including developing innovative contracting strategies and providing necessary supportive services to promote and ensure the success of SBs in all aspects and phases of the Authority's contracting program. At this time, the Authority will administer the SB Program in a race and gender neutral environment.

The Authority and its Contractors will be requested to employ the following good faith effort strategies towards ensuring that SBs have the maximum practicable opportunity to participate in the Authority's State and federally-assisted contract opportunities. The suggested good faith effort strategies are not inclusive of all the efforts expected to ensure SB Program goals and objectives are met. The suggested good faith efforts are to:

- Select and break out contract work items into economically feasible units to facilitate SB utilization, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- Advertise and solicit subcontracting opportunities through all reasonable and available means, including written correspondence, fax, emails and telephone, to all SBs.
- Provide sufficient time for the SB to respond to the solicitation and takes appropriate steps to follow up the initial solicitation to the SB.
- Host pre-bid conference or "Open House" to meet and greet with potential SBs who are interested in the subcontract opportunities.
- Select sufficient portions of the work to be performed by SBs, in order to increase the likelihood that the SB goal will be met.
- Provide interested SBs with information about the contract scope in a timely manner and assists them in responding to the solicitation.
- Negotiate in good faith with interested SBs.
- Seriously consider all SB sub bids.
- Assist SBs in obtaining bonding and lines of credit.
- Assist interested SBs in obtaining equipment, supplies, materials or related assistance or services.
- Use available resources, i.e., Chambers of Commerce, minority, women business, disabled veteran business organizations, government agencies or other groups to identify SBs.
- Conduct outreach and networking forums and related activities on an ongoing basis to ensure SBs are ready, willing and positioned to pursue viable subcontract opportunities.

The Contractor's pre award good faith efforts documentation shall be presented and included in the Contractor's Small Business Performance Plan.

Good Faith Efforts Towards SB Participation (Post Award)

As good business stewards to ensure SB utilization during the term of the contract, the selected Contractor shall continue to make good faith efforts to ensure SBs have an opportunity to successfully perform on the contract, and that the Contractor meets its SB goal. These post award efforts shall include but not be limited to:

1. Negotiate in good faith to attempt to finalize and execute a subcontract agreement with the SB committed to in the bid/proposal.

2. Seek out and utilize additional SB suppliers and SB subcontractors when the Contractor is aware it is below participation levels to meet the overall goals and objectives.
3. Continue to provide assistance to SB subcontractors or suppliers in obtaining bonding, lines of credit, etc.
4. Notify a SB in writing of any potential problem and attempt to resolve the problem prior to formally requesting the Authority's approval to substitute the SB.
5. Ensure timely payment of all monies due and owed to SBs, subcontractors and suppliers in strict conformance with prompt payment and retainage provisions, as set forth in the SB Program, State statutes and federal regulations.
6. Not terminate an approved SB for convenience to perform the work of the terminated SB subcontractor with its own work forces or those of an affiliate, without the prior written consent from the Authority.
7. If a SB is terminated, or fails to complete its designated scope of work on the contract for any reason, the Contractor must make good faith efforts to find another SB subcontractor to substitute for the original SB. Refer to Section IV, Subpart D: Item F for steps to comply with substitution and or termination of a listed SB.
8. Change in Contract Amount - The dollar amount of Change Orders or any other contract modifications that increase or decrease the work area in which SB utilization has been committed shall be commensurately added to or subtracted from the respective total subcontract amount. Revised total contract dollar values shall be reflected in the monthly progress report submitted to the Authority with supporting evidence of an approved change.
9. Encourage major subcontractors to meet the SB goal on their lower tier agreements and report attainments to the Contractor for the monthly SB utilization report.
10. Major subcontractors shall also demonstrate compliance with the post-award good faith efforts to assist the Contractor achieve the SB goal.

State Funded Contracts

On 100 percent State funded contracts, the good faith efforts procedures are not applicable when a DVBE goal is established. The DVBE contract requirements under Military and Veterans Code 999 et. seq. will prevail in the application of an appropriate DVBE goal and incentive, where applicable, on a 100 percent State funded contract. The Authority may elect to apply State statutory Small Business Options to encourage SB participation and therefore provide appropriate small business preferences.

Federal Financial Assisted Contract Good Faith Efforts

For federal financial assisted contracts with Congressional regulatory authority to apply 49 CFR Part 26 in its entirety, the Authority will instruct prospective Bidders and Offerors to enlist the following Good Faith Effort steps to demonstrate responsiveness to the objectives set forth in 49 CFR Part 26. The Authority also reserves the right to employ these minimum standards in evaluating the Bidders or Offerors demonstration of good faith efforts under the Authority's SB

Program utilizing the corresponding SB definitions. The Contractor may use the following efforts as part of the Contractor's Small Business Performance Plan.

1	ATTENDANCE AT PRE-BID CONFERENCE/JOB WALK
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Effort: Attendance at pre-bid proposal conference and job walk, if held by the Authority (or the Bidder/Offeror for subsequent subcontract bid packages it lets), to solicit the interest of certified SB/DBEs who have the capability to perform the work on the contract.

Evidence: Name, title and date of person(s) attending, to be verified by conference sign-in sheet.

2	IDENTIFICATION OF SCOPE OF WORK FOR SUBCONTRACTS IN ORDER TO MEET THE PROJECT GOAL
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Effort: Selecting portions of the work that can be subcontracted to SB/DBEs in order to increase the likelihood that the overall SB/DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SB/DBE utilization, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

Evidence: Identifying the scope of work the Bidder/Offeror intends to perform with its own workforce and identifying the subcontracting items the Bidder/Offeror made available to SB/DBEs to meet the established SB/DBE goal.

3	ADVERTISEMENT OF SUBCONTRACTING OPPORTUNITIES
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Effort: Advertisements in trade association publications and disadvantaged/minority and women business focused media. Advertisements must identify specific subcontracting opportunities being solicited, project name and location, Bidder/Offeror contact person including name, address, phone, fax, e-mail and bid solicitation submittal due date. Advertisements should appear a minimum of 14 days prior to bid due date.

Evidence: As verification of publication, Bidder/Offeror must provide a listing of advertisements placed, including copies of advertisement tear sheets and/or proof of publication containing at minimum the information specified above.

4	WRITTEN REQUESTS FOR BIDS/PROPOSALS
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Effort: Provision of written notices to the maximum number of SB/DBE firms to solicit interest *for each subcontracting area identified sufficient to meet the established goal*. Notices should be issued at least 14 days prior to bid submittal due date.

Evidence: Copy of the solicitation letter, list of recipients grouped by each identified subcontracting area, including name, address, and phone number, date contacted for all SB/DBE firms *for each subcontracting area identified* and identification of mode of communication (letter or fax), including corresponding copies of letters and/or fax confirmations.

5	SOLICITATION FOLLOW-UP
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Effort: Subsequent efforts to solicit SB/DBEs within all available *subcontracting areas*. The follow-up solicitation should occur within a reasonable time of the initial solicitation, in order to allow the Bidder/Offeror to solicit additional SB/DBEs and identify additional subcontractable items to draw greater interest and subbids.

Evidence: Bidder/Offeror must determine with certainty if the SB/DBEs initially solicited are interested by taking appropriate steps to follow up on initial solicitations. Documentation should include:

- (a) Names, addresses and telephone numbers of SB/DBEs contacted by each subcontracting area identified/solicited;
- (b) Description of information timely provided to SB/DBEs regarding plans and specifications for portions of the scope of work to assist SB/DBEs in responding to the solicitation; and
- (c) Statement of justification re: unsuccessful solicitation of SB/DBEs.
- (d) Description of additional efforts the Bidder/Offeror made to encourage greater interest from SB/DBEs to submit subbids.

6	NEGOTIATION IN GOOD FAITH
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Effort: Negotiating in good faith with interested SB/DBEs to facilitate SB/DBE utilization. Utilize a sound basis for selection and/or rejection of SB/DBE subbids/proposals.

Evidence: Evidence of such negotiation includes the names, addresses, and phone numbers of all subcontractors (SB/DBEs and non-SB/DBEs) who submitted bids; copies of subbids for each portion of work solicited; and stated reasons for choice of subcontractor. (Barring lack of qualifications to perform work, only significant price differences of 10 percent (an applicable regulatory guideline) between the selected firm and rejected SB/DBE firms' proposed costs would be considered as valid cause for rejecting subbids.

7	PERFORMANCE OF OTHER BIDDERS/PROPOSERS IN MEETING THE SB/DBE GOAL
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Effort: In determining whether the low Bidder/Offeror has made adequate efforts to meet the SB/DBE goal, the Authority, as appropriate, will take into account the performance of other level Bidders/Proposers in meeting the established contract-specific goal requirements.

Evidence: The individual Bidder/Offeror must meet or exceed the average SB/DBE utilization obtained by the three (3) low responsive Bidders/Offerors to adequately demonstrate that the apparent successful Bidder/Offeror has taken all reasonable efforts towards meeting the contract-specific goal.

8	PROVISION OF ASSISTANCE TO DBEs TO OBTAIN BONDING, LINES OF CREDIT AND/OR INSURANCE
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Effort: Provision of assistance to interested SB/DBEs in obtaining bonding, lines of credit, and/or insurance as required by the Bidder/Offeror.

Evidence: Brief description of the type of assistance provided by the Bidder/Offeror to interested SB/DBEs in obtaining bonding, lines of credit and/or insurance.

9	UTILIZATION OF COMMUNITY OUTREACH SERVICES
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Effort: Utilization of outreach services available within the DBE community, including construction/consultant groups, local, State and federal SB/DBE offices and other organizations that provide assistance in the recruitment and placement of SB/DBEs.

Evidence: Copies of letters, faxes, telephone logs, etc., used to contact organizations, which include the names of organizations/groups, dates, names of contacts, and telephone numbers; and copies of correspondence received from these entities acknowledging contact. The Bidder/Offeror must document outreach to a minimum of ten (10) organizations/groups.

Verification of Good Faith Efforts.

Only those efforts made prior to bid/offer will be considered in evaluating adequate efforts to meet the goal. Failure to submit the required documentation by the time specified may be grounds for finding the bid/proposal to be non-responsive.

IV.D. Counting SB Participation

The standards of crediting SB utilization will be in conformance with meeting the commercially useful standards and crediting provisions, as set forth in applicable State statutes and the best practices of 49 CFR Part 26. The Authority and its Contractors shall only count firms who are certified by a recognized Certifying Agency and when the SB is also performing a Commercially Useful Function (CUF).

While the Authority is not a SB certifying agency, the Authority recognizes the SB certifications from the California Unified Certification Program, California DGS and the Small Business Administration. Refer to SB/DVBE/DBE Directories in Subpart C: Administrative Requirements for the Certifying Agencies webpages.

In order for the Authority to count and verify the Contractor's SB participation, the Contractor shall submit the following information along with the Form 103:

1. The names and addresses of each SB that will participate in the contract;
2. A description of the work that each SB will perform;
3. The dollar amount of the utilization of each SB; and
4. Written and signed documentation of confirmation from the SB that it is participating in the contract and whose utilization will count towards the contract goal.

The Authority will use the SBs' information to determine the SBs' certification and conformance with performing a commercially useful function.

SB and Microbusiness Counting and CUF

The Authority shall use the California DGS certification eligibility standards to verify the certification for SB, DVBE and Microbusiness participation. The Authority shall use the DGS Directory at www.dgs.ca.gov/pd/Programs/eprocure to verify the listed SB, DVBE or Microbusiness's certification and the SBA Directory at www.sam.gov for small business 8(a) certification.

Credit for SB or Microbusiness utilization will count 100 percent of the contract price provided the certified SBs or Microbusinesses are performing a CUF on the contract. A determination of CUF is when the SB or Microbusiness has responsibility for a distinct element of the contract and the work is within the SB or Microbusiness' normal business functions. The SB or Microbusiness cannot further subcontract their distinct element of work. Refer to the CUF definition for SB and Microbusiness participation in Subpart A: General Requirements.

Disabled Veteran Business Enterprise Counting and CUF

All certified DVBE firms that bid on or participate in a State-funded contract must perform a CUF on the contract. This is done to prevent businesses from acting as a "pass through" when identified as participating on a State-funded contract.

Credit for DVBE utilization will count as 100 percent of the contract price, provided the DVBE prime is performing a CUF. Credit for utilization of DVBE subcontractors, suppliers or services will be 100 percent of the dollar value of the DVBE performance, provided the DVBE is performing a CUF. The Authority will evaluate the DVBE utilization in order to determine if the DVBE is performing a CUF and thus apply the appropriate DVBE credit. DVBE brokers awarded a contract under the DVBE goal provisions must disclose their broker status to the Authority and Contractor to properly credit DVBE utilization on the contract. Refer to the CUF definition for DVBE participation in Subpart A: General Requirements.

A certified SB, DVBE or Microbusiness who fails to demonstrate performance of a CUF when bidding as a Contractor, will result in that certified bidder being eliminated from consideration. Also, for SBs, DVBEs and Microbusinesses who are participating as a subcontractor, failure to demonstrate performance of a CUF will result in the reported utilization being removed. Furthermore, businesses who fraudulently obtain a certification as a SB, DVBE or Microbusiness for purposes of obtaining a State contract may be suspended from doing business with State or federal agencies.

Pursuant to Government Code § 14842, the following may be imposed on a business that obtains certification as a SB or a DVBE by having given incorrect, incomplete or fraudulent information and has been awarded a contract to which it would not have been awarded otherwise:

1. Pay to the State any difference between the contract amount and what the State's costs would have been if the contract had been properly awarded.
2. Pay to the awarding State agency and the department an amount that is equal to the costs incurred to investigate the small business certification.
3. Be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract involved.
4. The small business will be suspended from business with the State for a period of not less than 3 years and not more than 10 years.

Failure to carry out the requirements of § 999 of the Military and Veterans Code for DVBE firms will constitute a material breach of contract and may result in termination of the contract or other remedy that the Authority deems appropriate.

As found in Public Contract Code § 10115.10n (a)(1), *"It shall be unlawful for a person or firm to knowingly and with intent to defraud, fraudulently obtain ...aid another in fraudulently obtaining*

*...acceptance or certification as a minority, women, or disabled veteran business enterprise...(b)
Any person who violates ... is guilty of a misdemeanor and shall be liable for a civil penalty..."*

Disadvantaged Business Enterprise Counting and CUF

The Authority shall only count DBE utilization towards the goals, where applicable, when the DBE provides evidence of its certification and is performing a commercially useful function. (49 CFR Part 26.55).

The Authority shall use the California Unified Certification Program (CUCP) certification eligibility standards for DBE acknowledgement. The Authority shall use the CUCP Directory at www.dot.ca.gov/hq/bep/find_certified.htm to verify the listed DBE's certification.

The following guidelines apply in calculating DBE utilization toward meeting the goal in accordance with the best practices of 49 CFR Part 26.55, as applicable:

- a) Only work proposed to be performed by a DBE's own work forces (including cost of supplies, materials and equipment leases) obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the Contractor or its affiliate.
- b) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. A DBE should perform at least 30 percent of the total cost of its contract with its own workforce.
- c) In instances of joint venture, the joint venture may only count toward its DBE goal the portion of work proposed to be performed by the DBE partnering firm, which meets certification, ownership and control standards.
- d) A Contractor may count toward its DBE goal, only expenditures to firms that are proposed to perform a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.
- e) A Contractor may count toward its DBE goal, 60 percent of its expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the Contractor. A regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock and regularly sold to the public in the usual course of business.
- f) A Contractor may count towards its DBE goal, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared to fees customarily allowed for similar services.

- g) Special Provisions for Trucking – The Contractor may count towards its goal, all transportation services provided by DBE trucking firms, who can demonstrate control of trucking operations for which it seeks credit and it owns, insures and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract. The DBE trucking firm may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- h) In cases where DBE certification has ceased during the performance period of the contract, although the Contractor will continue to report the dollar value of the worked performed to the Authority on the monthly Form 103, the Authority will not count the utilization towards DBE participation.

For DBEs, as stated in 49 CFR Part § 26.107(a) “...attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstance indicating a serious lack of business integrity or honesty, the Operating Administration may initiate suspension or debarment proceedings against the firm under 49 CFR Part 29.”

IV.E. Substitution or Termination of a SB, DVBE, Microbusiness or DBE on a Contract

The Authority requires that a Contractor, or its subcontractors, not substitute or terminate a SB without the Authority’s prior written consent. This includes, but is not limited to, instances in which a Contractor or its subcontractors seek to perform work originally designated for a SB with its own forces or those of an affiliate, a non-SB, or with another SB.

The Authority shall enforce the provisions of Public Contract Code § 4107 et seq., where applicable, and the provisions in Military and Veterans Code § 999 et seq for proposed substitution of a DVBE on 100 percent State funded contracts where a DVBE goal is established.

The Authority will provide written consent only if it agrees, for reasons stated in the written justification for substitution/termination request, that the Contractor and its subcontractor has good cause to substitute or terminate the subcontractor. For purposes of this section, good cause includes the following circumstances:

- The listed subcontractor, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontract’s bid and at the price specified in the subcontractor’s bid; when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor’s written bid, is presented to the subcontractor by the Contractor.
- The listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.
- The listed subcontractor fails or refuses to perform the work of its subcontract.
- The listed subcontractor fails or refuses to meet the Contractor’s bond requirements, as set forth in Public Contract Code § 4108.

- The Contractor demonstrates to the Authority, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as a result of an inadvertent clerical error.
- The listed subcontractor is not licensed pursuant to the Contractor's License laws.
- The Authority determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- The listed subcontractor is ineligible to work on public works projects pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- The Authority determines that a listed subcontractor is not a responsible contractor.
- The listed subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal.
- Other documented good cause that compels the substitution or termination of the subcontractor. Provided that good cause does not exist, if the Contractor seeks to substitute or to terminate a subcontractor it relied upon to obtain the contract so that the Contractor can self-perform the work for which the subcontractor was engaged or so that the Contractor can substitute another subcontractor after contract award.

Prior to approval of the Contractor's request for the substitution, the Authority shall give notice in writing to the subcontractor of the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the Authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the Authority shall give notice in writing at least five (5) working days to the listed subcontractor of a hearing by the Authority on the Contractor's request for substitution.

On 100 percent State funded contracts, a Contractor may, subject to the approval of the DGS, replace a DVBE identified by the Contractor in its bid or offer, pursuant to subdivision (a) of Military and Veterans § 999.10, with another DVBE. As an added step to ensure that Contractors honor their commitments to use DVBE subcontractors and meet the commitment levels identified in bids, the following, or similar, language is to be included into the solicitations and resulting subcontract documents:

"After award of a contract, the successful Contractor must use the DVBE subcontractor(s) and/or supplier(s) proposed in their bid or offer to the State unless a substitution is requested and is approved by the awarding department and the Department of General Services. The California Code of Regulations Title II section 1896.64(c) and Public Contract Code § 4107 (for Public Works) provide the current requirements for awarding departments to approve the substitution of a DVBE subcontractor."

"Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and

adhere to the DVBE utilization level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).”

The Authority shall follow the processes set forth in 2 CCR § 1894.64(c) and Public Contract Code § 4107 when a Contractor requests the substitution of a DVBE subcontractor with the added provisions that: 1) only another DVBE subcontractor shall be considered to replace a DVBE subcontractor, and 2) the awarding department shall obtain final approval to replace a DVBE subcontractor from the DGS.

Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria, as previously specified. Documentation may include, but is not limited to the request, confirmation of receipt of the request, the subcontractor's objection and request for hearing and the final Statement of Decision. Requests and resulting amendments generated by the DVBE subcontractor substitution should be timely so as not to unreasonably delay the Contractor's performance of the contract, resulting in potential claims against the Authority for delay damages. Requests are to be sent electronically to osdshelp@dgs.ca.gov.

Substitution or Termination of a Listed DBE on Federal Financial Assisted Contracts

For federal financial assisted contracts with Congressional regulatory authority to apply 49 CFR Part 26 in its entirety, the Authority will require a Contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the same extent needed to meet the overall or individual contract specific DBE goal as established. The Authority will require the Contractor to notify the Authority's SBLO immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The Contractor must first obtain the written consent of the Authority before any Contractor can act on the substitution of the DBE. The Authority will require the Contractor to provide copies of the new or amended subcontracts. If the candidate subcontractor to be substituted is not a DBE, the Authority also requires the Contractor to submit documentation of their good faith efforts to replace the DBE with another DBE of equivalent percentage in another work item.

A DBE subcontractor listed in the Contractor's commitment [as required by 49 CFR Part § 26.53] may be substituted or terminated only with the Authority's prior written consent for good cause should the DBE:

- fails or refuses to execute a written contract;
- fails or refuses to perform the work of its subcontract consistent with normal industry standards; good cause does not exist where failure or refusal to perform the work of the subcontract results from bad faith or discriminatory action of the Contractor;
- fails or refuses to meet reasonable, nondiscriminatory bond requirements;
- becomes bankrupt, insolvent or exhibits credit unworthiness;
- is ineligible to work because of suspension and debarment proceedings;
- is not a responsible subcontractor;
- voluntarily withdraws from the project and provides written notice of its withdrawal;
- is ineligible to receive DBE credit for the type of work required;
- owner dies or becomes disabled and is unable to complete its work; or
- other documented good cause that compels termination.

Before requesting the Authority's consent for the proposed termination, the Contractor must give written notice of the proposal, including the reason for the request, to the DBE with a copy to the Authority. The DBE must be given five (5) days to respond. The notice period may be reduced if required by public necessity (e.g., safety).

In addition to post-award terminations, these provisions apply to pre-award deletions or substitutions of DBE firms put forward by proposers in negotiated procurements.

V. SUBPART E: DESIGN-BUILD PROVISIONS

SB PROGRAM REQUIREMENTS-- SPECIFIC TO DESIGN-BUILD CONTRACTS

The Authority recognizes certain modifications are necessary to adapt the program for use in connection with high speed rail contracts, and has therefore established certain procedures applicable to design-build contracts under the SB Program. Subpart E: Design-Build Provisions represents the additional requirements the Design-Build Contractor must comply with to meet the spirit and intent of the Authority's SB Program.

The Authority has established an SB overall project goal of 30 percent for each of its Design-Build projects, to be achieved through the utilization, in any combination and at any tier level, of firms who are certified as:

- ▶ Small Businesses
- ▶ Disabled Veteran Business Enterprises
- ▶ Disadvantaged Business Enterprises
- ▶ Microbusinesses

The SB Program has incorporated the best practices of 49 CFR Part 26, Section 26.41. On federally assisted contracts, the Authority established a 10 percent DBE goal, within the overall 30 percent SB goal. The 10 percent DBE goal is wholly race-neutral.

The SB Program has incorporated California Executive Order D-43-01; Public Contract Code 10115(c), and Military and Veterans Code 999 et. seq, as applicable. On federally assisted contracts, the Authority established a 3 percent DVBE goal, within the overall 30 percent SB goal.

The Design-Build Contractor will be responsible for the established subsequent SB subcontract goal, as appropriate, for the subcontracts it lets, in conformance with the best practices of 49 CFR Part 26 and the Authority's SB Program. The Authority will maintain oversight of the Design-Build Contractor's activities to ensure activities are conducted in a manner consistent with the requirements of the Authority's SB Program and the best practices of 49 CFR Part 26, as applicable.

In accordance with Executive Order S-02-06 and the best practices of 49 CFR Part 26, as applicable, the following are hereby incorporated into the Design-Build Provisions:

V.A. SB Performance Plan Objectives

The prospective Design-Build Contractor shall establish and implement a Small Business Performance Plan, to address how the Contractor will meet the overall 30 percent SB goal. The SB Performance Plan shall be submitted with the Bidder's or Offeror's proposal, at the date and time specified by the Authority. The SB Performance Plan shall be subject to concurrence by the Authority. If requested by the Authority, either before or after the Notice to Proceed, the Design-Build Contractor shall revise its SB Performance Plan to incorporate the Authority's comments.

The SB Performance Plan shall at minimum, include but not be limited to the components described in this Subpart.

V.B. Key Personnel (Contractor Small Business Officer)

The Design-Build Contractor will designate a Small Business Officer (SBO) who will report directly to the Design-Build Contractor's Project Executive Director, or equivalent, and in this capacity, shall be responsible for developing, implementing, monitoring and managing the day-to-day operations of the Design-Build Contractor's SB Performance in compliance with the Authority's SB Program and provisions of the Executive Order S-02-06, Title VI of the Civil Rights Act of 1964 and the best practices of 49 CFR Part 26, where applicable.

The SBO will coordinate all elements of the SB Performance Plan to effectively track, monitor and report on SB utilization throughout the duration of the contract. The SBO will coordinate efforts at all subcontractor tier levels to institute innovative strategies and remedies to meet the Design-Build Contractor's SB goal commitments and the intended goals and objectives of the Authority's SB Program. The SBO shall continue to maintain independent and direct access to the Project Executive Director concerning all SB Program and corresponding performance matters. The SBO shall develop and maintain good communication and working relationships with the Authority representatives and the small and general business community. The SBO shall work in close coordination with the Authority, and shall report quarterly on Contractor's success in attaining the established SB utilization goals during the design work and the construction period. The SBO may be a subconsultant to the Design-Build Contractor.

SBO Duties and Responsibilities

The SBO shall have appropriate resources to assist in the administration of the Design-Build Contractor's SB Performance Plan. The duties and responsibilities include, but are not limited to:

1. Serve as the Design-Build Contractor's SB Officer.
2. Develop, implement and monitor the SB Performance Plan, keeping it up-to-date with the current business environment and the latest revisions to the applicable State and federal laws and regulations, ensuring the SB Performance Plan is responsive to and in compliance with the regulations, including, but not limited to, the Executive Order S-02-06, Title VI and the best practices of 49 CFR Part 26, as applicable.
3. Ensure the Contractor's employees and its subcontractors under contract, understand and are fully acclimated to the goals and objectives and ensure that the responsibility to comply are treated with the same priority as any other contractual legal obligation.
4. Compile and report on SB attainment progress in narrative form by outlining good faith efforts undertaken within the respective reporting period and providing statistical information on SB/DBE/DVBE and Microbusiness utilization on a monthly basis or as more often as required by the Authority. In the event the progress and or SB utilization report indicates that the Contractor is underutilizing SBs, the Contractor will describe the remedies it will undertake to improve SB utilization.
5. Review third party contracts and purchase requisitions for compliance with the SB Program.
6. Post on Contractor's website, a list of SBs who are being utilized to meet the overall SB goal, regardless of tier.
7. Ensure that bid notices and requests for proposals are readily accessible and timely disseminated to small business community.
8. Monitor and analyze the Contractor's progress toward meeting its goal commitments and make adjustments as necessary to remedy deficiencies.
9. Participate in SB meetings, as related to the contract.

10. Attend quarterly meetings with the Authority's SB Liaison Officer to identify strategies to achieve the goals.
11. Attend four (4) of the Authority's Business Advisory Council meetings, per year, and at minimum, present information on the Design-Build Contractor's SB utilization and SB participation activities.
12. Assist in the development and implementation of the Design-Build Contractor's SB supportive services, such as providing technical assistance, business development, mentor-protégé, bonding/capacity building, financial assistance, business matchmaking with subcontractors and contract administration. Plan and facilitate SB training seminars to promote understanding and acclimation of small business communities regarding contracting opportunities and contract administration.
13. Develop and conduct information sharing and communication
14. Advise the Project Executive Director on SB matters and achievements.
15. Facilitate inquiries and complaints from SBs regarding the contract, project, subcontract, other subcontractors, prompt payment, etc.
16. Develop and maintain own directory of interested SBs for subcontracting opportunities and outreach activities.
17. Conduct business outreach and assist all SBs in obtaining the necessary information to compete on contracts by providing guidance and direction, and advise SBs on where to seek management, technical business development expertise, bonding, lines of credit and other supportive services.
18. Provide guidance and assistance to subconsultants and construction subcontractors on the importance of achieving, tracking and reporting their SB utilization attainments.
19. Review SB utilization reports from subconsultants and construction subcontractors and make recommendations for greater SB attainment, where applicable.
20. Ensure coordination of the SB Program deliverables with the Authority, local agencies and the business community.
21. Establish and maintain a good working relationship with SBs, local agencies, non-SBs, and business organizations/associations.
22. Ensure only firms meeting eligibility standards count towards the SB goals.
23. Ensure compliance with federal EEO Clause provisions, as set forth under Title 41 CFR Part 60 et seq.
24. Ensure compliance with U.S. Department of Labor provisions, as set forth under Office of Federal Contract Compliance Program – Mega Project.
25. Perform other related duties as necessary to meet the SB Program goals and objectives.

Small Business Performance Plan

The Design-Build Contractor will provide a detailed description of the planned methodology for achieving the overall 30 percent SB goal, including a description of the good faith efforts the Design-Build Contractor intends to undertake to achieve the overall project goal. The SB Performance Plan shall include elements such as:

1. A policy statement, signed by Design-Build Contractor's Authorized Representative, which expresses the Contractor's commitment to utilize SBs in all aspects of the work, outlines the various levels of responsibility and states the objectives of the SB Performance Plan. The Contractor shall obtain the written commitment of all Contractor related entities to comply with and advance the intent of the policy statement.
2. An affidavit that the Contractor will meet or exceed the overall SB project goal for the Design-Build contract and will exercise good faith efforts to do so. The SB Affidavit shall be

signed by the Contractor's Authorized Representative. Refer to the Request For Proposal or Contract Instructions for the Affidavit.

3. Designation of a person responsible for the SB Performance Plan (refer to the SBO duties and responsibilities) to administer the plan and a description of the responsibilities and duties of the SBO and support staff. The SBO and staff are responsible for developing, managing and implementing the SB Performance Plan on a day-to-day basis, providing technical assistance to SBs, and disseminating information on available business opportunities so that SBs are provided an equitable opportunity to engage in work as subcontractors or subconsultants.
4. A description of proposed actions to facilitate SB engagement in work as subcontractors and subconsultants, such as:
 - a) Hold ongoing quarterly strategic planning sessions to establish goals for specific bid item groups by reviewing the work, available firms, strategies, anticipated obstacles and means to overcome obstacles;
 - b) Conduct bid-item specific outreach meetings for SB firms to highlight current and upcoming appropriate subcontracting opportunities;
 - c) Solicit statements of qualification, proposals, and/or price quotations from qualified SB firms and arrange a time for the review of qualifications, plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of proposals and/or price quotations;
 - d) Provide assistance to SB firms so that the firms may overcome barriers, such as the inability to obtain bonding, insurance, financing, or technical assistance;
 - e) Develop and conduct information and communication programs or workshops, on contracting procedures and specific contracting opportunities, in a timely manner;
 - f) Encourage eligible SB firms to apply for certification to the appropriate Certifying Agency; and
 - g) Contact local/regional SB, Disadvantaged, Underutilized, Trade-Specific Contractor Associations and appropriate city agencies with SB Programs for assistance in recruiting and encouraging eligible SBs to submit subbids.
5. Pursuant to the best practices of 49 CFR Section 26.39; Fostering Small Business Participation, the SB Performance Plan shall include elements to structure contracting requirements to facilitate competition by SBs, taking all reasonable steps to eliminate barriers including unnecessary and unjustified bundling of contract requirements that may preclude SBs from participating as subcontractors.

The Design-Build Contractor is responsible for identifying and implementing innovative acquisition and strategies, such as:

- Assist SBs understand how to do business with the Design-Build Contractor and its subcontractors.
- Establish equal SB goals and objectives to its subcontractors.
- Participate in forums to hear about and address SB issues.
- Develop and implement methods for outreach and promotion of SBs to all subcontract opportunities.

- Develop brochures and other written material and marketing tools that promote SB utilization in subcontracts.
- Establish a prompt payment process to assist SBs, at any tier.
- Disseminate information on networking opportunities to all SBs.
- Assist in the use of joint ventures consisting of SBs and major subcontractors.
- Inspire subcontractors to provide lower tier subcontracting opportunities of a size SBs, can reasonably perform on.
- Seek opportunities to split contracts to increase SB utilization.
- Utilize innovative procurements, such as a Small Business Option procurement method in subcontracting opportunities to meet overall SB goal.

V.C. Meeting Established SB Goal

Upon execution of the contract, the Design-Build Contractor shall immediately execute the Affidavit confirming that the Design-Build Contractor will aggressively exercise good faith efforts to the satisfaction of the Authority to obtain SB/DBE/DVBE and Microbusiness commitments equal to or exceeding the SB utilization goal.

The Contractor shall:

1. Host SB partnering meetings with a representative of each SB firm, Authority staff and Authority's SBLO within 60 days of Notice to Proceed to ensure all parties understand and are acclimated to the SB Program requirements, including the commitments made in Design-Build Contractor's SB Performance Plan, as applicable.
2. Develop innovative contracting and procurement strategies that advance the utilization of SBs/DBEs/DVBEs and Microbusinesses;
3. Report monthly on progress of SBE/DVBE/DBE and Microbusiness utilization (goal commitments and attainments through the Form 103);
4. Make adjustments to the SB Performance Plan as necessary to meet goals and intended objectives of the Authority SB Program;
5. Hold strategic planning sessions to establish goals for specific bid items, identify available SB firms, anticipate obstacles and means to overcome these obstacles, including identifying resources that aid in building capacity;
6. Develop communication protocols and outreach instruments that provide ready access and effective means of timely disseminating information on subcontracting opportunities to the impacted business communities;
7. Conduct bid-item specific outreach meetings to highlight current and upcoming subcontracting possibilities and provide for networking and marketing opportunities with other prospective proposers and bidders;
8. Provide assistance to SBs to overcome barriers, such as inability to obtain bonding, insurance, access capital or technical assistance;
9. Implement a SB/Supportive Services Program to leverage the Authority SB Program;
10. Develop and conduct information and communication programs on contracting opportunities, procedures and contract administration to facilitate acclimation;
11. Encourage eligible SBs to apply for certification;
12. Contact, establish and maintain good working relations with SBs, trade and professional groups, associations and general contracting industry; and
13. Any other good faith efforts that promote meeting utilization goals objectives.

The dollar amount of any Supplemental Agreement or any other contract modification that increases the dollar amounts of the contract or any subcontract or subconsultant agreement will be subject to the SB goal established for this project, and the Contractor and its subcontractors and subconsultants will be required to solicit SB utilization for such increases. Revised total contract dollar values shall be reflected in the Form 103 submitted on a monthly basis to the Authority.

V.D. Contractor Good Faith Efforts and Reporting Obligations

Ongoing good faith efforts, as described in the Authority's SB Program, Subpart D: Goals, Good Faith Efforts and Counting SB Participation, will be monitored by the Authority throughout the duration of the Design-Build project based on the following submittals:

- a. Submit a "Monthly SB Subcontractors Paid Report Summary and Payment Verification Form" (Form 103) to the Authority no later than the 15th of each month (and at more frequent intervals if requested by the Authority). The Form 103 Report is required to be submitted during both the design and construction phases of the project.
- b. Submit "Monthly Narrative SB Progress Reports" to the Authority with each invoice and an annual report on or before August 1 of each year of the design-build contract term. Each report must include a narrative summary stating whether the Contractor is on target with respect to the SB goal set forth in the design-build contract, whether the goal has been exceeded (stating the amount of the excess), or whether the Contractor is behind target (stating the amount of the deficit) and substantiate such attainments. If any progress report shows that the Contractor is behind target or if it anticipates being behind target, the report must include satisfactory evidence of past good faith efforts undertaken and must specify additional good faith efforts planned to be taken to remedy deficiencies towards meeting the SB goal in accordance with the Authority's SB Program. Following review and concurrence of such proposed additional good faith efforts by the Authority, the Contractor shall modify its SB Performance Plan accordingly.
- c. Provide the Authority with the information required by the Authority in its Substitution and/or Request to Add SB Form upon selection of any SB subcontractor not previously identified by the Contractor. The Authority must approve all SB substitution requests with written consent prior to implementing any substitution. Refer to Subpart D: Goals, Good Faith Efforts, and Counting SB Participation--Section IV.E Substitution or Termination of a SB, DVBE or DBE on a Contract.
- d. Comply with State statutes and federal regulations regarding Prompt Payment and Retainage. Refer to Subpart C: Administrative Requirements provisions of the SB Program. The Contractor must readily provide evidence of such at the request of the Authority.

CONSEQUENCES OF NON-COMPLIANCE

BREACH OF CONTRACT - Failure to carry out the SB requirements specified in the Contract Documents constitutes a breach of contract. The Authority will notify the Contractor and the USDOT of such breach, including notification that the breach may result in termination of the contract by Authority or imposition of other appropriate sanctions. This notice is given pursuant to the best practices of 49 CFR Part 26, where applicable. For purposes of this section, timely submittal means received by the Authority by the close of business on the date noted in the contract provisions of the following month.

NOTICE - If the Contractor or any subcontractor, consultant, subconsultant, supplier or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified mail by the Authority, that sanctions may be imposed for failure to meet SB utilization goals and/or submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.

SANCTIONS - If it is determined that the Contractor's failure to meet all or part of the SB goal is due to the Contractor's inadequate good faith efforts throughout the life of the contract, including failure to submit required good faith efforts information and documentation, the Contractor will be subject to administrative sanction.

Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions, for additional information.

VI. SUBPART F: SB SUPPORTIVE SERVICES, RESOURCE PARTNERS AND PARTNERING

VI.A. Supportive Services

The Authority will implement a SB Supportive Services (SB/SS) component to augment SB participation.

The SB/SS component will be designed to enhance business growth and increase SB access and capacity to bid on and win contracts. The Authority will consider available resources to incorporate a comprehensive Business Development Program and/or a Mentor-Protégé Program in accordance with guidance provided by USDOT applicable Appendices C and D of 49 CFR Part 26. [49 CFR 26.35 and 26.51(b)]. The Authority may solicit a consultant contract and/or engage in an agreement with an existing government entity, with demonstrated results in overcoming issues most pertinent to SBs, to provide SB/SS, including bonding, insurance and finance.

To leverage existing resources, the Authority will work closely with the Small Business Development Centers and the USDOT Office of Small Disadvantaged Business Utilization to direct SBs to these centers for assistance on business development, capital and bonding assistance.

The Authority will enlist partnering Memorandum of Understandings (See Attachment 5) with industry, governments and community partners with the goal of leveraging mutual strengths and services to assist SBs in the areas of:

- ▶ Certification
- ▶ Capacity Building
- ▶ Communications
- ▶ Partnering
- ▶ Keys to marketing and negotiations
- ▶ Bonding and insurance
- ▶ Contract administration, including preparing schedules of values
- ▶ Access to capital
- ▶ Business counseling and training
- ▶ How to do Business with the Authority

The SB/SS elements will be designed to help foster and grow small businesses toward meaningful utilization and success in all phases of the Authority's contracting and Contractors' subcontracting opportunities.

VI.B. Resource Partners

The State of California has numerous resources available to assist small businesses. The Authority will work closely with existing small business development and technical assistance resource centers and enter into partnering MOUs to increase SB access and utilization of these resources with the goal of meeting small business utilization goals and building their capacity to bid.

The partners will include and are not limited to:

- ▶ California Department of General Services
- ▶ U.S. Small Business Administration
- ▶ California Department of Transportation
- ▶ Small Business Development Centers

- ▶ Governor's Office of Economic Development
- ▶ Associated General Contractors of California
- ▶ American Council of Engineering Companies
- ▶ Small Business Association
- ▶ Disabled Veteran Business Alliance
- ▶ Associated Professionals and Contractors of California
- ▶ Minority Chambers of Commerce
- ▶ Career Technical Education
- ▶ Employment Development Department

VI.C. Partnering

The Authority is committed to "Partnering" which is designed to establish long term and harmonious relationships, at all levels of the contracting team towards achieving cohesiveness and mutual goals in delivering the project.

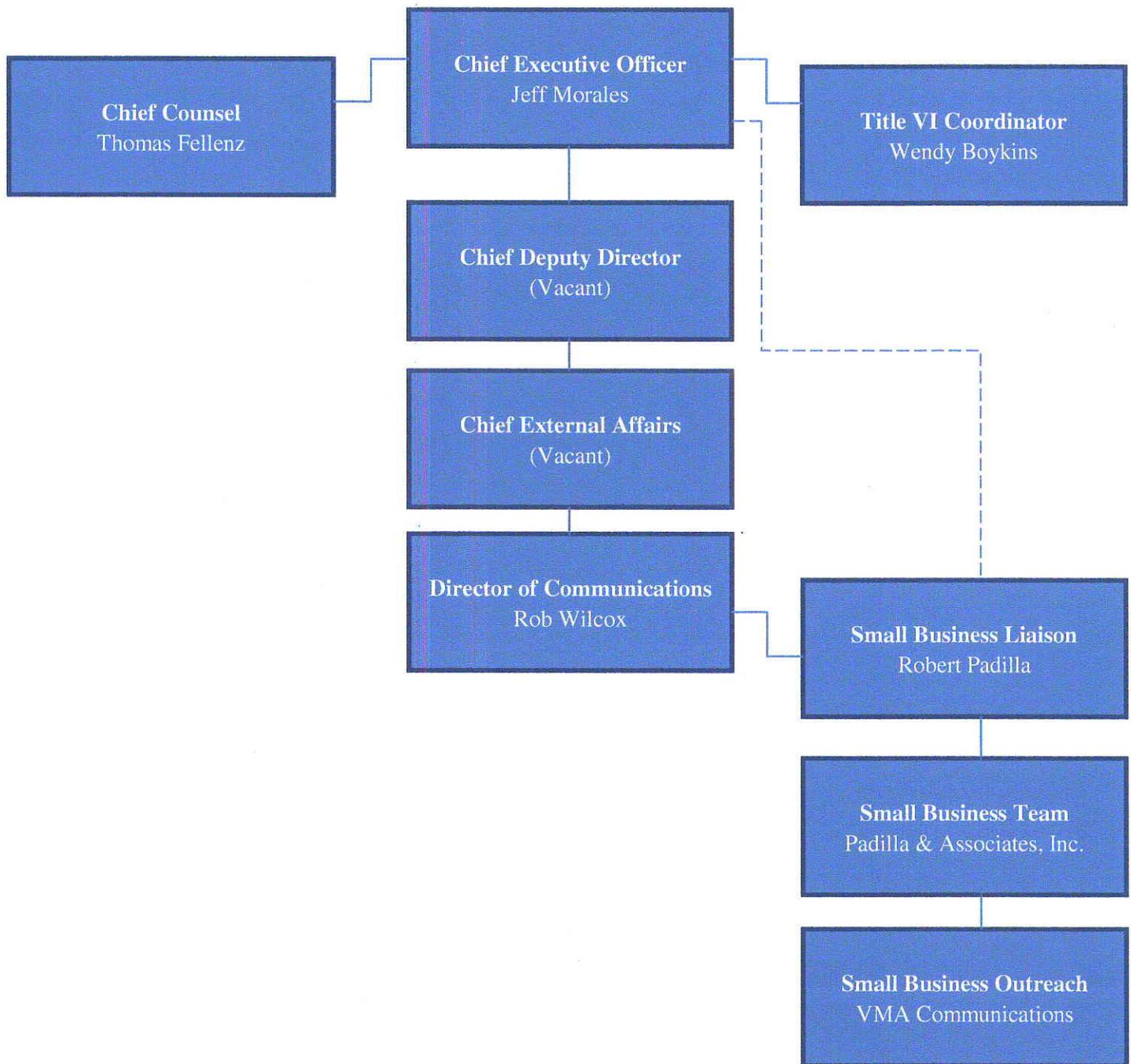
Partnering will serve to identify key project issues; risk management strategies; and build partnering processes and structure, communication protocols and dispute resolution processes.

The Authority will institute a requirement to facilitate Partnering on its Design-Build contracts, which will be afforded to the entire contracting team's utilization, regardless of subcontracting tier or industry.

The Partnering contract specifications are under development and will be a component of the contract specifications.



California High-Speed Rail Authority
Small and Disadvantaged Business Enterprise Program
Organizational Chart
August 2012



UNIFORM REPORT OF DBE AWARDS OR COMMITMENTS AND PAYMENTS										
***Please refer to the instructions sheet for directions on filling out this form**										
1. Submitted to (check only one): <input type="checkbox"/> FHWA <input type="checkbox"/> FAA <input type="checkbox"/> FTA--Vendor Number										
2. AIP Numbers (FAA Recipients Only):										
3. Federal fiscal year in which reporting period falls: FY										
4. Date This Report Submitted:										
5. Reporting Period <input type="checkbox"/> Report due June 1 (for period Oct. 1-Mar. 31) <input type="checkbox"/> Report due Dec. 1 (for period April 1-Sept. 30)										
6. Name of Recipient:										
7. Annual DBE Goal(s):										
Race Conscious Goal % Race Neutral Goal % OVERALL Goal %										
	A	B	C	D	E	F	G	H	I	
	Total Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs /Race Conscious	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (total contracts and subcontracts awarded or committed during this reporting period)										
8. Prime contracts awarded this period										
9. Subcontracts awarded/committed this period										
TOTAL										
	A	B	C	D	E	F	G	H	I	
	Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other (i.e. not of any other group listed here)	TOTALS (for this reporting period only)	TOTALS (for this reporting period only)	Year-End TOTALS
10. Total Number of Contracts (Prime and Sub)										
11. Total Dollar Value										
ACTUAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD										
	A	B	C	D	E	F	G	H	I	
	Number of Prime Contracts Completed	Total Dollar Value of Prime Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)	DBE Participation (Dollars)	Total DBE Participation (Dollars)	Percentage of Total DBE Participation				
12. Race Conscious										
13. Race Neutral										
14. Totals										
15. Submitted by (Print Name of Authorized Representative)										
16. Signature of Authorized Representative										
17. Phone Number:										
18. Fax Number:										

MONTHLY SB SUBCONTRACTORS PAID REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

ATTACHMENT 4

Reporting Period (month): _____, 20____

Contract/Project Number: _____ Report Number: _____
 Project Name: _____ Original Contract Award Amount: \$ _____
 Contract Award Date: _____ Current Contract Value: \$ _____
 Master Contractor Name: _____ % of Project Complete: _____
 Address: _____ Telephone: _____

SB Goal: _____ % (% of total Contract) Total \$ Paid to Master Contractor to date: _____ Date of Last Progress Payment: _____
 SB Commitment: _____ % Payment to Master Contractor this period: _____ Total \$ Paid to _____
 SB Goal Attainment to date: _____ % Total \$ Paid to SBs this period: _____ Sub to date: _____

**SBE
SUB CONTRACTORS**

Name: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: () _____
 Subcontractor _____ Broker _____
 Supplier: Regular Dealer _____ or Manufacturer _____
 () SB () DVBE () DBE () MB () MINORITY () WOMEN

Name: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: () _____
 Subcontractor _____ Broker _____
 Supplier: Regular Dealer _____ or Manufacturer _____
 () SB () DVBE () DBE () MB () MINORITY () WOMEN

Name: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: () _____
 Subcontractor _____ Broker _____
 Supplier: Regular Dealer _____ or Manufacturer _____
 () SB () DVBE () DBE () MB () MINORITY () WOMEN

SBE SUB CONTRACTORS	\$ Amount paid this Month Date Issued	\$ Amount Paid to Date	Type of Work Performed (Scope)	Original \$ Amount Committed to DBE at Award	\$ +/- resulting from Change Order Activity	% of Work Complete	% of Retention Withheld
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); opacity: 0.5; font-size: 4em; pointer-events: none;">DRAFT</div>							

By my signature, I hereby attest that we have complied with all SB Program requirements, including prompt payment and retainage provisions.

Authorized Binding Title: _____
 Authorized Binding Signature: _____

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields.

PARTNERSHIP AGREEMENT

**STATE OF CALIFORNIA
BETWEEN
CALIFORNIA HIGH SPEED RAIL AUTHORITY
AND
DEPARTMENT OF GENERAL SERVICES**

We the undersigned partners within California's State Government achieve greater efficiency in the delivery of contract opportunities to Californians. We will minimize overlap, redundancy, and cost in state operations by being fully committed to leveraging shared services and information in order to make state government more transparent, accessible and accountable, and enhance the quality of services to Small Businesses, Disabled Veteran Business Enterprises, and Disadvantaged Business Enterprises. Leveraging shared services have been proven to achieve greater efficiency, cost-effectiveness and reduced fiscal impact.

Whereas the California High Speed Rail Authority agrees to:

- ◆ Assist business owners on where to obtain Small Business certification.
- ◆ Email Small Business information and certification opportunities to business owners upon request.
- ◆ Distribute Small Business certification brochures at outreach events.
- ◆ Attend outreach events in partnership with the Department of General Services to present and distribute CHSRA business opportunity material.
- ◆ Share information with the Department of General Services critical to maintaining the integrity of Small Business certification.

Whereas the Department of General Services agrees to:

- ◆ Educate the CHSRA on navigating the Web site for the Small Business and the Disabled Veteran Business Enterprise certification process.
- ◆ Educate the CHSRA on navigating the BidSync Web site.
- ◆ Distribute CHSRA contract opportunities to Small Businesses and Disabled Veteran Business Enterprises.
- ◆ Attend CHSRA outreach events.

We mutually agree to actively participate in regularly scheduled meetings and to work together as a cohesive cooperative team to maximize the participation of Small Businesses and Disabled Veteran Business Enterprises including Disadvantaged Business Enterprises, in the State's contracting program and to strengthen and sustain California's economy.

SIGNED: