

---

# California High-Speed Rail Authority



## Project & Construction Management Manual (For Design-Build Contracts)

Submitted by:   
Shahin Pourvahidi, P.E., Design and Construction Coordination  
Manager, Authority 10.29.14.  
Date

Concurred by:   
Hugo Mejia, P.E., Design and Construction Manager, Authority 10/29/14  
Date

Approval by:   
Ofelia P. Alcantara, P.E., Director of Design & Construction,  
Authority 10/29/14  
Date

| Revision | Date              | Description        |
|----------|-------------------|--------------------|
| 0        | 30 May 2013       | Initial Release    |
| 0-A      | 30 September 2014 | Draft PCMM-Rev 0-A |
| 1        | 29 October, 2014  | Approved Rev 1     |

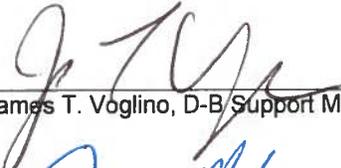
Note: Signatures apply for the latest technical memorandum revision as noted above.





# Project & Construction Management Manual

(For Design-Build Contracts)

Prepared by:  9/30/2014  
James T. Voglino, D-B Support Manager, PMT Date

Checked by:  9/30/14  
Dane Hudson, D-B Manager, PMT Date

Recommended by:  10/2/14  
Robert Ball, Director of Program Delivery, PMT Date

Released by:  10/15/14  
*For* James Van Epps, Program Director, PMT Date

Prepared by: **PARSONS  
BRINCKERHOFF**  
for the California High-Speed Rail Authority



This document has been prepared by **Parsons Brinckerhoff** for the California High-Speed Rail Authority and for applicability to the California High-Speed Train System. Any use of this document for the purposes other than this System, or the specific portion of the System stated in the document, shall be at the sole risk of the user, and without liability to PB for any losses or injuries from such use.



# Table of Contents

|            |   |            |
|------------|---|------------|
| <b>1.0</b> | <b>Introduction, Purpose and Scope</b> .....                                      | <b>1-1</b> |
| 1.1        | List of Acronyms.....   | 1-1        |
| 1.2        | Introduction .....  | 1-1        |
| 1.3        | Purpose and Scope .....   | 1-2        |
| 1.4        | First Construction Segment Contract Packaging .....                               | 1-3        |
| <b>2.0</b> | <b>Program Structure and organization</b> .....                                   | <b>2-1</b> |
| 2.1        | Basic Structure and Function.....   | 2-1        |
| 2.2        | Authority's On-Site Representatives .....   | 2-1        |
| 2.3        | Authority's Contract Administration Responsibilities .....                        | 2-1        |
| 2.4        | Program Management Team Responsibilities .....                                    | 2-2        |
| 2.5        | Project & Construction Management Consultant Responsibilities .....               | 2-2        |
| 2.5.1      | Project & Construction Management Consultant Design-Build Oversight Manager ..... | 2-2        |
| 2.5.2      | Project & Construction Management Consultant staff .....                          | 2-2        |
| 2.5.3      | Project & Construction Management Consultant Office Engineer .....                | 2-4        |
| 2.5.4      | Project & Construction Management Consultant Field Engineers .....                | 2-4        |
| <b>3.0</b> | <b>Contract Administration</b> .....  | <b>3-1</b> |
| 3.1        | General .....   | 3-1        |
| 3.2        | Contract Commencement.....  | 3-1        |
| 3.2.1      | Notice of Award/Notice to Proceed/Early Actions .....                             | 3-1        |
| 3.3        | Design-Build Contract Kick-off Conference.....                                    | 3-2        |
| 3.3.1      | Utility/Agency Kick-off Conference/Railroad Kick-off Conference.....              | 3-4        |
| 3.3.2      | Pre-Activity meetings.....  | 3-4        |
| 3.4        | Design-Build Contractor's Means and Methods .....                                 | 3-4        |
| 3.5        | Environmental Compliance/Controls.....  | 3-5        |
| 3.5.1      | Authority's Environmental Oversight and Audits .....                              | 3-7        |
| 3.5.2      | Hazardous Material Remediation .....  | 3-7        |
| 3.6        | Design-Build Contract Progress Oversight .....                                    | 3-8        |
| 3.6.1      | Progress Meetings.....  | 3-9        |
| 3.6.2      | Meeting Minutes .....   | 3-9        |
| 3.7        | Request for Information .....   | 3-10       |
| 3.8        | Partnering.....   | 3-10       |
| 3.9        | Contractor's Monthly Payments .....   | 3-11       |
| 3.9.1      | Basis of Payment.....   | 3-11       |
| 3.9.2      | Approval of Contractor's Schedule of Values and Payment Breakdown .....           | 3-12       |
| 3.9.3      | Contractor's Certifications with Monthly Payment Invoices.....                    | 3-12       |
| 3.9.4      | Monthly Payment Invoices.....   | 3-12       |
| 3.9.5      | Monthly Payment Invoice Documentation and Distribution .....                      | 3-15       |
| 3.9.6      | Payment from Provisional Sum Items .....  | 3-15       |
| 3.9.7      | Payment for Unincorporated Materials.....   | 3-18       |
| 3.9.8      | Payment for Change Orders.....  | 3-18       |
| 3.10       | Subcontractor Approval Process .....  | 3-19       |
| 3.10.1     | Subcontractor Approval Process .....  | 3-19       |
| 3.10.2     | Small and Disadvantaged Business Enterprise Program Requirements .....            | 3-20       |
| 3.10.3     | Subcontractor Substitution Process .....  | 3-23       |
| 3.11       | Labor Compliance Reports .....  | 3-24       |



|            |   |            |
|------------|---|------------|
| 3.12       | Community Benefits Agreement .....  | 3-24       |
| 3.13       | United States Department of Labor –Office of Federal Contract Compliance Program<br>Oversight Committee Reports ..... | 3-24       |
| 3.14       | Contract Drawings and Specifications .....  | 3-25       |
| 3.15       | As-Built Documents .....  | 3-25       |
| 3.16       | Value Engineering Cost Proposals .....  | 3-25       |
| 3.17       | Risk Management and Mitigation.....   | 3-26       |
| 3.18       | Contingency Management Plan.....  | 3-27       |
| <b>4.0</b> | <b>Communication, Documentation, and Reports .....</b>  | <b>4-1</b> |
| 4.1        | Project Management Information System .....   | 4-1        |
| 4.1.1      | Organization of Project Management Information System.....  | 4-1        |
| 4.2        | Document Control System.....  | 4-4        |
| 4.3        | Correspondence.....   | 4-5        |
| 4.3.1      | Letters, Transmittals, and Memorandums .....  | 4-5        |
| 4.3.2      | Telephone Conversation and Email Correspondence .....   | 4-6        |
| 4.4        | Construction Documentation .....  | 4-6        |
| 4.4.1      | Field Notebooks and Field Engineer Daily Reports.....   | 4-6        |
| 4.4.2      | Project & Construction Management Consultant's Daily Diary .....  | 4-8        |
| 4.5        | Progress Photographs.....   | 4-8        |
| 4.5.1      | Pre-Construction Digital Images/Video Clips/Photographs.....  | 4-9        |
| 4.6        | Project & Construction Management Consultant's Monthly Project Status Reports .....                                   | 4-9        |
| <b>5.0</b> | <b>Design-Build Contract Submittals .....</b>   | <b>5-1</b> |
| 5.1        | General .....   | 5-1        |
| 5.2        | Receipt of Submittals.....  | 5-3        |
| 5.3        | Processing Submittals by the Project & Construction Management Consultant .....                                       | 5-3        |
| 5.4        | Distribution of Reviewed Submittals .....   | 5-4        |
| 5.5        | Submittal Logs.....   | 5-4        |
| 5.6        | Temporary Support Design and Other Drawings .....   | 5-5        |
| 5.7        | Utility/Third Party Drawings .....  | 5-5        |
| 5.8        | Design Changes/Variances .....  | 5-6        |
| <b>6.0</b> | <b>Verification, Validation, and Self-Certification.....</b>  | <b>6-1</b> |
| 6.1        | Design-Build Contractor's Technical Submittal Responsibilities.....   | 6-1        |
| 6.2        | Independent Checking Engineer/Independent Site Engineer Review Responsibilities .....                                 | 6-2        |
| 6.3        | Project & Construction Management Consultant's Oversight Responsibilities .....                                       | 6-5        |
| 6.4        | Program Management Team's Due Diligence Review Responsibilities .....   | 6-10       |
| 6.5        | Authority's Submittal Review Responsibilities.....  | 6-10       |
| <b>7.0</b> | <b>Interface Management and Coordination.....</b>   | <b>7-1</b> |
| 7.1        | General .....   | 7-1        |
| 7.2        | Master Agreements/Third Party Agreements.....   | 7-1        |
| 7.3        | Design-Build Contractor's Responsibilities .....  | 7-2        |
| 7.4        | Project & Construction Management Consultant's Responsibilities .....   | 7-3        |
| 7.5        | Authority's Interface Responsibilities .....  | 7-4        |
| <b>8.0</b> | <b>Quality Management.....</b>  | <b>8-1</b> |
| 8.1        | Contractor's Construction Quality Control/Assurance .....   | 8-1        |
| 8.2        | Project & Construction Management Consultant's Construction Quality Oversight .....                                   | 8-1        |
| 8.3        | Material Inspection .....   | 8-2        |
| 8.4        | Testing Oversight .....   | 8-4        |
| 8.5        | Deficiencies/Non-Conforming Work.....   | 8-5        |
| 8.6        | Authority's Quality Assurance Inspections .....   | 8-7        |
| 8.7        | External Agency Inspections .....   | 8-7        |



|             |  |             |
|-------------|--|-------------|
| <b>9.0</b>  | <b>Safety and Security .....</b>   | <b>9-1</b>  |
| 9.1         | Safety and Security Program Oversight Plan (SSPOP) .....                                 | 9-1         |
| 9.2         | Construction Safety and Security.....  | 9-1         |
| 9.3         | Safety and Security Certification.....   | 9-1         |
| 9.4         | Safety and Security Program Oversight.....   | 9-2         |
| 9.5         | Imminent Danger/Potential Hazard Conditions .....  | 9-2         |
| 9.6         | Incident Notification .....  | 9-3         |
| 9.7         | Authority's Safety Oversight and Audits.....   | 9-3         |
| <b>10.0</b> | <b>Schedule Control.....</b>   | <b>10-1</b> |
| 10.1        | Master Program Schedule (MPS) .....  | 10-1        |
| 10.2        | Baseline Schedule (BS).....  | 10-1        |
| 10.3        | Monthly Schedule Progress Updates.....   | 10-2        |
| 10.4        | Recovery Schedule .....  | 10-2        |
| 10.5        | Request for Extension of Time .....  | 10-2        |
| 10.6        | Weekly Schedule Coordination Meetings and Monthly Schedule Progress Update Meetings..... | 10-3        |
| 10.7        | Liquidated Damages.....  | 10-3        |
| <b>11.0</b> | <b>Changes and Claims.....</b>   | <b>11-1</b> |
| 11.1        | General .....  | 11-1        |
| 11.2        | Delegation of Authority .....  | 11-2        |
| 11.3        | Awareness of Potential Changes, Proposals, Claims and Disputes .....                     | 11-2        |
| 11.4        | Authority-Directed Changes.....  | 11-2        |
| 11.5        | Change Notices from Contractor .....   | 11-3        |
| 11.6        | Finding of Fact.....   | 11-3        |
| 11.7        | Negotiation Process .....  | 11-4        |
| 11.8        | Executed Change Orders .....   | 11-6        |
| 11.9        | Change Orders and Task Orders for Contract-Specified Provisional Sum Items .....         | 11-7        |
| 11.10       | Time and Material Change Orders.....   | 11-8        |
| 11.11       | Unilateral Change Orders .....   | 11-9        |
| 11.12       | Federal Railroad Administration Review of Change Orders .....                            | 11-10       |
| 11.13       | Contractor's Claims and Disputes.....  | 11-10       |
| 11.13.1     | Claims/Dispute.....  | 11-10       |
| 11.13.2     | Dispute Resolution Board.....  | 11-12       |
| 11.13.3     | Arbitration .....  | 11-12       |
| <b>12.0</b> | <b>Right of Way.....</b>   | <b>12-1</b> |
| <b>13.0</b> | <b>Public Involvement .....</b>  | <b>13-1</b> |
| 13.1        | General .....  | 13-1        |
| 13.2        | Roles and Responsibilities.....  | 13-1        |
| 13.2.1      | Authority's Role .....   | 13-1        |
| 13.2.2      | Design Build Contractor's Role.....  | 13-2        |
| 13.2.3      | Project & Construction Management Consultant's Role .....                                | 13-2        |
| 13.3        | Database.....  | 13-3        |
| 13.4        | Business and Residential Impact Mitigation Plan.....                                     | 13-4        |
| 13.5        | Community and Business Updates/Neighborhood Meetings .....                               | 13-4        |
| 13.6        | Construction Tours .....   | 13-4        |
| 13.7        | Project Identification Boards .....  | 13-5        |
| 13.8        | Special Events.....  | 13-5        |
| 13.9        | Website .....  | 13-5        |
| <b>14.0</b> | <b>Completion/Close-out.....</b>   | <b>14-1</b> |



|           |  |       |
|-----------|--|-------|
| 14.1      | General .....  | 14-1  |
| 14.2      | Completion/Close-Out Procedures .....  | 14-1  |
| 14.3      | Record Documents.....  | 14-2  |
| 14.4      | Permits Close-Out and Transfer Responsibilities.....                               | 14-2  |
| 14.5      | Warranties and Guarantees.....   | 14-3  |
| 14.6      | Contract Close-Out Process .....   | 14-4  |
| 14.6.1    | Physical Completion & Inspections .....  | 14-4  |
| 14.6.2    | Building Inspections.....  | 14-4  |
| 14.6.3    | Agency Inspections .....   | 14-4  |
| 14.6.4    | Pre-Final Inspections .....  | 14-5  |
| 14.6.5    | Substantial Completion Inspections/Beneficial Occupancy .....                      | 14-5  |
| 14.7      | Access by Other Contractors.....   | 14-6  |
| 14.7.1    | Acceptance and/or Possession of a Portion of a DB Contract.....                    | 14-7  |
| 14.7.1.1  | Partial Acceptance .....   | 14-7  |
| 14.7.1.2  | Use and Possession Prior to Completion .....                                       | 14-7  |
| 14.8      | Final Acceptance.....  | 14-8  |
| 14.9      | Fiscal Completion.....   | 14-8  |
| 14.9.1    | Preparation for Final Payment.....   | 14-9  |
| 14.9.2    | Final Payment.....   | 14-9  |
| 14.10     | Transfer of Facilities after Final Acceptance .....                                | 14-10 |
| 14.11     | Contract Close-Out Procedures.....   | 14-11 |
| 14.11.1   | Closeout, Storage, and Retrieval of Field Documents .....                          | 14-11 |
| 14.11.1.1 | Project & Construction Management Consultant.....                                  | 14-11 |
| 14.11.1.2 | Authority's Document Control Department .....                                      | 14-11 |
| 14.11.1.3 | Document Control Department Manager.....   | 14-12 |
| 14.11.1.4 | Operations and Maintenance Support Department .....                                | 14-12 |
| 14.11.1.5 | Authority's Design and Construction Manager .....                                  | 14-12 |
| 14.11.1.6 | Authority's Legal Department.....  | 14-12 |
| 14.11.2   | Transfer of Close-out Documents to the Authority .....                             | 14-12 |
| 14.11.2.1 | Reception of Documents from all Departments .....                                  | 14-12 |
| 14.11.2.2 | Quality Check of Field Records .....   | 14-12 |
| 14.11.2.3 | Transfer or Removal of Operations and Maintenance (O&M) Support Documentation..... | 14-13 |
| 14.11.2.4 | Distribution of As-Built Drawings.....   | 14-13 |
| 14.11.2.5 | Labeling and Logging of Field Boxes.....   | 14-13 |
| 14.11.2.6 | Retrieval .....  | 14-13 |

## APPENDICES

- Appendix A: Acronym Index
- Appendix B: Authority's Program-wide Organization and Design-Build Construction Management Organization Charts
- Appendix C: Delegation of Authority Matrix for Division of Design and Construction
- Appendix D: List of Authority's Procedures
- Appendix E: Flowcharts
- Appendix F: List of Authority's Plans and Policies



## LIST OF TABLES

Table 1: Small and Disadvantaged Business Enterprise Program Requirements ..... 3-21





## 1.0 INTRODUCTION, PURPOSE AND SCOPE

### 1.1 List of Acronyms

The list of all acronyms used in the Project and Construction Management Manual has been provided for quick and easy reference in [Appendix A](#).

### 1.2 Introduction

Through the California High-Speed Rail Program (CHSRP), the California High-Speed Rail Authority (Authority) is embarking on the development of a high-speed railway system that connects the San Francisco Trans-bay Terminal to Los Angeles Union Station and Anaheim. Linking the State's major population centers, including Sacramento, the San Francisco Bay area, Central Valley, Los Angeles, the Inland Empire, Orange County, and San Diego. The Program has been divided into two main Phases of construction and operation. The Phase 1 system connects San Francisco, the Central Valley, and Los Angeles/Anaheim and covers a travel distance of about 520 miles. The Phase 2 system extends the high-speed rail system to Sacramento, San Diego and the Inland Empire with a total rail service of about 800 miles. Furthermore, the Phase 1 system has been sub-divided with the First Construction Segment (FCS) consisting of an approximate 130-mile corridor from Avenue 17 in Madera County as the northern limit to approximately 7<sup>th</sup> Standard Road, just north of Bakersfield as the southern limit. The CHSRP is more fully described in the Authority's Business Plan and the Design-Build Program Plan.

This Project & Construction Management Manual (PCMM) describes how the Authority will manage execution of the Design-Build (DB) Projects on the CHSRP through the use and integration of the Authority staff, Project and Construction Management Consultants (PCM), Program Management Team (PMT), and other consultants. The Authority will use the PCMM to advance the DB Projects to successful completion within the scope, budget and schedule constraints. In addition, this PCMM supplements the CHSRA Safety & Security Management Plan, CHSRP [Master Quality Plan](#), along with various other related CHSRP Management Plans and the Program-wide Procedures. Ultimately, leading to delivery of a high-speed rail program that will address a major transportation need in the State of California by providing high-speed intercity travel between the major metropolitan centers of Sacramento, the San Francisco Bay Area, the Central Valley, Los Angeles, the Inland Empire, Orange County, and San Diego.

The PCMM provides a foundation for success of the Authority's Program by developing goals and a framework for the following scope:

- Program Structure and Organization
- Contract Administration
- Communication/Document Control/Reports
- Contract Submittals
- Verification, Validation, and Self Certification
- Interface Management and Coordination
- Quality Management



- Safety and Security
- Schedule Control
- Changes and Claims
- Right of Way Acquisition
- Public Involvement
- Completion/Closeout

The PCMM will be used as a guide for the Authority, PMT, PCMs, and other consultants to establish uniform protocols and procedures for the contract management and administration, and the design and construction oversight of each Design/Build Contract (DB Contract) within the context of the CHSRP. The PCMM addresses responsibilities subsequent to the award of DB Contracts. It is also intended to present, interpret and clarify established general Authority policies and practices applicable to the work in dealing with various situations that may arise throughout the DB Contract duration.

The PCMM does not attempt to provide answers to all questions that might arise in the execution of each DB Contract, and precise and complete adherence to the PCMM may not always be possible because of the many varied conditions encountered throughout the DB Contract. However, all personnel from the Authority, PMT, and the PCMs involved with management and/or administration of the DB Projects should review and become familiar with both, the contents of the PCMM and the relevant DB Contract Documents. They are expected to follow these protocols and procedures for uniform implementation across all DB Contracts throughout the CHSRP. These protocols and procedures contained in the PCMM are not to be construed as replacing, modifying, or superseding any of the provisions of the DB Contract Documents. Furthermore, the PCMM is not to be used to burden the DB Contractor nor is it intended to be a substitute for the DB or PCM Contract requirements. These protocols and procedures have been limited mainly to the major elements of work and are detailed only, as is necessary, to provide a clear understanding of these recommended procedures.

Consultant (PMT/PCM) and Authority responsibilities described herein are interchangeable depending on consultants' contract scope, annual work plans, and authorizations as directed by the Authority.

### **1.3 Purpose and Scope**

The purpose of the PCMM is to:

- Provide guidance and promote uniformity in the management and administrative procedures and practices for all DB Contracts.
- Defines the basic relationships and responsibilities of the members within the Authority, PMT and PCM and other consultants involved in the DB Contracts.
- Provides an overview of the applicable Project Procedures, as referred to throughout the PCMM, which are shown in greater detail in other documents, including; Cost Controls, Schedule Controls, Quality Process, Safety, Project Documentation and Compliance with Federal Railroad Administration (FRA) policies.



These Project Procedures shall be utilized during each DB Contract to manage and control costs and schedules, oversee quality and safety and provide for thorough documentation/recordkeeping in accordance with the Authority's and Federal Railroad Administration's policies and procedures.

The PCMM provides the Authority and its consultants with protocols and procedures for execution and control of the Project. It defines the lines and flow of correspondence, and identifies specific tasks and the parties responsible for their successful completion. The PCMM describes the format and content of the required reports and provides samples to be used during the design/construction phase of the Project.

No set of rules or guidelines can supplement or replace construction experience and engineering judgment. The project management and construction management/administration personnel must utilize these attributes to the best of their ability in order to perform the best possible service. These guidelines are intended only to assist them in exercising prudent judgment and obtaining a quality product.

A PCM Contract Management Manual will be developed by the Project and Construction Management Consultant for the DB Contracts to be implemented by the PCM on site. The PCM Contract Management Manual is a derivative document to the PCMM and will incorporate Project Procedures and identify deliverables from the PCM that will be required to provide the level of design and construction oversight commensurate with the staffing, resources, and scope authorized for each PCM Contract. This PCMM and the PCM Contract Management Manual processes and procedures shall be subject to Quality audits, which will be conducted by the Authority or their designee.

Revisions to the PCMM may be necessary in the future to achieve continuous improvements in the Program and PCM processes and procedures.

#### **1.4 First Construction Segment Contract Packaging**

The First Construction Segment (FCS) of the CHSRP will be procured and constructed, mainly, with up to four (4) separate D/B contracts. The individual Design-Build "Construction Packages" (CP) will define the exact limits of each D/B CP package:

- **CP 1** - Avenue 17 to E. American Avenue
- **CP 2-3** - E. American Avenue to approximately 1 mile north of the Kern County Line
- **CP 4** - Approximately 1 mile north of the Kern County Line to approx. 7<sup>th</sup> Standard Road
- **CP 5** - Trackwork between CP 1 to CP 4

Some of these and other construction packages are under development and may be subject to changes in the scope and Contract limits or combination of packages. The latest contractual information and updates for each CP can be found on the Authority's website at [www.hsr.ca.gov](http://www.hsr.ca.gov).





## 2.0 PROGRAM STRUCTURE AND ORGANIZATION

### 2.1 Basic Structure and Function

The Authority is responsible for the overall planning, design, construction and operation of the California High-Speed Rail System. For each DB Contract, a Project and Construction Management Consultant will be assigned by the Authority, to provide manpower and expertise to manage the DB Contract under the direction of the Authority. The PCM is responsible, with the Authority's direction, for the management, administration and monitoring of the activities of their assigned contract(s) for the Project. The PCM will perform audits of the DB Contractor's work processes and report their findings to the Authority, which will enforce the DB Contract requirements as needed. PCM activities described in the PCMM may be performed directly by the Authority staff or by the PCM staff on behalf of the Authority based on the actual site office organization and applicable Authority's Delegation of Authority.

### 2.2 Authority's On-Site Representatives

The PCM's Design-Build Oversight Manager is the Authority's on-site representative of the Project for the DB Contract, as delegated by the Authority's Design and Construction Manager, and is responsible for administering the DB Contracts to which he/she is specifically assigned and is the DB Contractor's official single point of contact. The Design-Build Oversight Manager will assign the appropriate personnel to assist in the administration of the DB Contract.

The Design-Build Oversight Manager will make specific assignments in accordance with Authority approved scope of work, budgets/staffing plan, and is responsible for the work each PCM employee will perform during the project. Where subsequent sections may refer to the PCM, it mainly means the Design-Build Oversight Manager or designee as the specific tasks may be delegated to other PCM staff members for performance under the supervision of the Design-Build Oversight Manager.

The Authority's Design and Construction Manager is the Authority's Authorized Representative for each DB Contract and will manage and provide oversight of the PCM Contract.

### 2.3 Authority's Contract Administration Responsibilities

All Authority staff is accountable to the Authority's Chief Executive Officer (CEO) as shown in the [Authority's Department-Wide Organization Chart](#), which is included in the [Appendix B](#), who is the single point of management responsible for all Authority activities on the CHSRP. After award of each DB Contract, all contract administration responsibilities will transfer to the Authority's Chief Program Manager's team. The Authority's Chief Program Manager (ACPM) is responsible for the oversight of all Program-wide construction and DB contracts. The ACPM is supported by the Deputy Chief Program Manager and the Authority's Director of Design and Construction, and are responsible for overall management of the DB Contracts and who will assign individual Design and Construction Managers for each DB Contract. Each Authority's Design and Construction Manager will be co-located in the assigned DB Contractor's Project Office. Refer to the [Authority's Department-Wide Organization Chart](#), which is included in the [Appendix B](#).



The Authority's Chief of External Affairs reports directly to the Authority's CEO, and has responsibility for planning and implementing a comprehensive community affairs program for the Project. The External Affairs Department works closely with the PCM and the DB Contractor(s) in establishing contacts with business groups and political jurisdictions in affected areas and other stakeholders. Refer to [Section 13.0, Public Involvement](#), for more details of the PI activities.

## **2.4 Program Management Team Responsibilities**

The PMT provides program level support to the Authority. For the purposes of the design-build program, this occurs primarily in project controls, environmental functions, right-of-way, geographic information systems, technical support, and verification and validation, but may include other functions as directed by the Authority.

## **2.5 Project & Construction Management Consultant Responsibilities**

This section describes the general roles and responsibilities of the key PCM positions with essential functions related to the design and construction oversight and administration of each DB Contract, subject to authorization in the approved work/staffing plans.

### **2.5.1 Project & Construction Management Consultant Design-Build Oversight Manager**

The PCM Design-Build Oversight Manager shall be the Authority's on-site representative as delegated for the assigned DB Contract and is responsible for the oversight of all work required in the execution of the assigned DB Contract until Final Acceptance of the work has been accomplished by the DB Contractor. The PCM Design-Build Oversight Manager is the single point of contact for all formal communication with the DB Contractor, through whom all such communication shall flow. All verbal and written direction given to the DB Contractor shall be communicated by the PCM Design-Build Oversight Manager only. No other Project staff is authorized to give contractual direction to the DB Contractor. Directions regarding contractual changes will be per the authorized delegation of the Authority. The PCM Design-Build Oversight Manager shall work closely with the Authority's Design and Construction Manager or designee and will communicate and coordinate on the progress, issues, changes, etc. as needed.

The PCM Design-Build Oversight Manager will supervise and be supported by the PCM staff listed below and will identify one or more staff members to act on their behalf during any absences. Key staff positions will vary based on the scope of the individual PCM contracts. However, the following are some typical key staff positions which may be required.

Refer to the [Delegation of Authority Matrix for Division of Design and Construction](#) for more details of the level of authority for the Design-Build Oversight Manager in [Appendix C](#).

### **2.5.2 Project & Construction Management Consultant staff**

The PCM's staff may typically include the following:

- Quality Oversight Manager
- Construction Oversight Manager



- Engineering Oversight Manager
- Verification, Validation, and Self-Certification Oversight Manager
- Project Controls Oversight Manager
- Environmental Oversight Manager
- Safety and Security Oversight Manager
- Contract Manager
- Office Engineers
- Lead Field Engineers
- Field Engineers
- Project Engineers
- Surveyors
- Public Involvement Representatives
- Change/Claim Engineers
- Project Controls Engineers/Schedulers
- Construction Estimators
- Construction Support Liaison Engineers
- Environmental and Safety Compliance Representatives
- Document Control Administrator, Administrative and Data Entry Assistants, and other supporting technical and administrative staff as needed

The PCM has primary oversight and audit responsibility for the administration, management, and quality of the assigned DB Contract which includes (but may not be limited to) the following:

- Design, manufacturing, construction and quality testing is accomplished in compliance with the DB Contract Documents and sound engineering, quality assurance plans and system safety and security plans
- All changes, claims and disputes are properly defined, documented, promptly negotiated and processed, or otherwise resolved
- The DB Contract is administered in a fair and equitable manner and contractual obligations and actions are accurately documented
- Interests of the Project and other agencies are protected and safeguarded at all times
- All oversight of the DB Contractor's work and enforcement of the contract requirements
- All issues are resolved in a timely manner by interfacing with the Project support teams as directed by the Authority

The PCM shall provide detailed job descriptions for all staff positions on each DB Contract, which will be included in the PCM Contract Management Manual.



### **2.5.3 Project & Construction Management Consultant Office Engineer**

The PCM Office Engineer (OE) is generally responsible for document processing, maintaining of the Project filing structure and overall contract administration activities in the PCM's Project office.

### **2.5.4 Project & Construction Management Consultant Field Engineers**

The PCM Field Engineers (FE) are the primary Project field representatives for their assigned areas of work, performing the overall oversight and monitoring for all of the DB Contractor's activities in the field. The FEs are responsible for overseeing, monitoring and documenting the DB Contractor's field activities including auditing the DB Contractor's Quality Manual and Inspection and Testing activities.



## **3.0 CONTRACT ADMINISTRATION**

### **3.1 General**

The administration of the DB Contract is the continuous process to verify that the contractual requirements are fulfilled. This section outlines the responsibilities and duties of the Authority, the Program Management Team and the Project and Construction Management Consultant as they focus on the activities after the DB Contractor's bid proposals are opened and the DB Contractor is selected. The PCM is primarily responsible for the administration of the assigned DB Contract and other related Project Contracts/Agreements in support of the Authority.

The following paragraphs describe in more detail, the tasks performed by the Authority, PMT and PCM.

### **3.2 Contract Commencement**

After the bid proposals are submitted, the Authority shall conduct a pre-award evaluation based on selection criteria defined in the Request for Proposal (RFP). Upon evaluation and selection of the "Best Value" Contractor, the subsequent steps are described in the following subsections.

#### **3.2.1 Notice of Award/Notice to Proceed/Early Actions**

The Authority prepares and issues the Notice of Award Letter to the "Best Value" Contractor. At that time, the Authority will prepare and request the DB Contractor to sign four original DB Contract Agreements and return the signed Agreements to the Authority for their subsequent signatures. In addition, the DB Contractor shall submit the performance and payment bonds and insurance certificates as required in the DB Contract.

After the Agreement has been signed by the Authority and the DB Contractor, the Authority will prepare and issue two separate letters to the DB Contractor as follows:

When all pre-Notice to Proceed (NTP) requirements are met, a NTP letter will be issued to direct the DB Contractor to commence the Contract Work on a specified date, which will be Contract Day Number 1. If the DB Contract has multiple NTPs, subsequent NTP letters will be sent to the DB Contractor as required. Where issuance of a subsequent NTP is required, depending on specific time or conditions, the PCM will pro-actively monitor for these requirements and promptly notify the Authority when subsequent NTP letters need to be issued to the DB Contractor.

The Project Authorized Representative Letter will be issued to designate the name, responsibilities and level of authority of the assigned Project's Authorized Representative for each specified DB Contract. The Authority's Design and Construction Manager will be assigned as the Project's Authorized Representative for daily contractual oversight responsibilities on each DB Contract.

Soon after issuance of the Project Authorized Representative letter, the PCM Design-Build Oversight Manager, jointly with the Authority, shall prepare an "Early Action" letter, which should include (but may not be limited to) such actions as required early submittals, organization,



interim schedule, partnering and dispute resolution board selections, etc. and issue it to the DB Contractor.

The PCM shall coordinate a Design-Build Contract Kick-off Conference between representatives of the Authority, PCM and the DB Contractor to discuss the Early Actions list and any other pertinent items or questions from all parties.

### **3.3 Design-Build Contract Kick-off Conference**

No later than two weeks after the initial NTP for the DB Contract, the PCM (in coordination with the relevant Authority staff) and the DB Contractor will schedule a DB Contract Kick-off Conference. This conference will include the key personnel from the Authority's and the DB Contractor's teams to discuss the start, operation, and administration of the DB Contract work. The main purpose of this Conference is to establish effective working practices between the parties and to develop and facilitate a mutual understanding of the DB Contract administrative requirements so that the processes and procedures can be implemented in the most efficient manner from the early stages and throughout the DB Contract duration. At the Authority's discretion, other external agencies may be invited to attend this conference.

The PCM shall prepare a letter to the DB Contractor to confirm the scheduled meeting date, time, and venue along with an agenda of items to be discussed at the DB Contract Kick-off Conference.

The agenda may include, but may not be limited to, the following:

- Introductions and Contact Information-key program/project personnel from the Authority and PCM and their Independent Checking Engineer/Independent Site Engineer (when applicable) involved with the DB Contract, Authority's Program/Project organization, responsibilities and delegated authority
- Introductions and Contact Information-DB Contractor's key personnel and officers, and key personnel from the design consultants and sub-consultants, Independent Checking Engineer/Independent Site Engineer (when applicable), and the main subcontractors, DB Contractor's organization, responsibilities, and delegated authority
- Insurance requirements
- Safety-Site Specific Health and Safety Plan (SSHASP), Site Specific Security Plan requirements (SSSP), and telephone numbers of the Project Manager, Superintendent and DB Contractor Safety and Security Manager, Maintenance/Protection of traffic, etc.
- Final Design Development and Verification and Validation/Self Certification submittals
- Early submittals list, including the preliminary Contract Data Requirements List (CDRL)
- Management of submittals, performance-shop, and working drawing process procedures, and samples, etc.
- Mobilization-Site Access, DB Contractor's field offices and work zones, Authority/PCM field offices, DB Contractors plan for parking, base yard and storage
- Overview of the DB Contractor's methods, manpower, equipment and material



- DB Contract Schedules-Interim Schedule, Baseline Schedule and revisions, Monthly Schedule Updates, 3 Week Look-Ahead Schedule, Contract Milestones, Payment Milestones, Cash Flow curves, etc.
- Compliance with laws, codes, and regulations-Permits, Environmental concerns, Environmental Mitigation Plan and related mitigation measures, Erosion and Sediment Control Plans, Archaeological/Cultural finds, etc.
- Surveys-Original, Confirmation, Interim, and Final Surveys
- Document Control-Contract Management System (CMS) requirements, Correspondence requirements, Drawings, Requests for Information (RFI), Reports, Contract photos, etc.
- Source of supply and material approval procedures
- Cooperation and coordination with other contractors, utilities, etc. - i.e.-Utility Relocations and Third- party Agreements
- Right of Way-Access to site, etc.
- Convenience of the public and maintenance of traffic- Traffic Plans and Haul Routes
- Public Involvement responsibilities
- Subcontractor approvals
- SBE/DBE/DVBE Program Plan and DB Contractor's SB Performance Plan requirements
- Labor- Certified payroll requirements, Compliance with the State and Federal labor laws requirements in DB Contracts
- Community Benefits Agreements requirements
- Office of Federal Contract Compliance Program Mega Project requirements
- Meetings-Weekly Progress, Safety, Schedule, Quality meetings, meeting minutes records
- Over the shoulder review meetings-to achieve key baseline documents within Contract deadlines (Baseline Schedule, Design Baseline Report, GBR-C, etc.)
- Buy America requirements
- Payment Process requirements-Payment Milestones, supporting documentation, payment cut-off dates, etc., breakdown of lump-sum bid items, and measurement of items
- Change Orders-Authority-Directed changes, Contractor Requested changes, changed conditions, Time extensions
- Claims and Dispute processes and Dispute Resolution Board (DRB)
- Value Engineering Change Proposals
- DB Contractor Performance Evaluation
- Partnering Plan/Schedule
- DB Contractor's concerns/proposals
- Open discussions



Meeting minutes from this meeting shall be prepared by the DB Contractor then reviewed and approved by the PCM. Upon approval, the DB Contractor shall distribute the meeting minutes to all attendees.

Some agenda items may be deferred to other separate meetings or deferred to a later date, especially construction specific items related to actual fieldwork, as agreed to between the Authority, PCM, and the DB Contractor.

### **3.3.1 Utility/Agency Kick-off Conference/Railroad Kick-off Conference**

The DB Contractor has primary responsibility for utility contacts and coordination. The DB Contractor should hold a similar Utility/Agency Kick-off Conference with all related parties. In addition, the DB Contractor may hold a similar Railroad Kick-off Conference with the related railroad companies. The PCM will provide input as required, so that all necessary coordination is covered by the DB Contractor in accordance with the applicable Contract Documents. Attendees should include pertinent personnel from the Authority and PCM along with the relevant utility or railroad representatives.

### **3.3.2 Pre-Activity meetings**

The DB Contractor should schedule individual Pre-Activity Meetings for each specific type of construction work activities, e.g.-for drilled shafts, earthwork, structures, paving, etc. The DB Contractor, in coordination with the PCM, should prepare an agenda for discussion at each Pre-Activity meeting. The DB Contractor should provide Ready for Construction (RFC) Drawings, applicable Work Plans, and checklists for safety, quality, environmental, permits, etc. Additionally, the DB Contractor should discuss the construction means and methods, sequence and schedule for the construction work so that all work activities have been properly planned and coordinated in detail and the work will progress efficiently towards a successful completion and acceptance. Attendees should include DB Contractor's management and supervisory personnel related to safety, quality, design, and construction work activities along with pertinent subcontractors, third parties, public involvement, as well as other pertinent Authority and the PCM staff, as required.

## **3.4 Design-Build Contractor's Means and Methods**

The DB Contractor is responsible for the means and methods employed to perform the design and construction work unless the Contract Documents specify otherwise. If the means and/or methods are specified in the DB Contract, the Authority or designee will not accept work performed by any other means or methods, without an executed Change Order to the DB Contract.

The PCM will make no effort to direct the content of the design, means and methods, or the sequence of operations, except as required by the Contract Documents or by an executed Change Order. The PCM will be familiar with the DB Contractor's plan of operations and the approved Baseline Schedule. In the event that the DB Contractor is not making satisfactory progress, the PCM will immediately discuss the matter with the Authority's Design and Construction Manager or designee follow up with written correspondence, with the Authority's concurrence, to the DB Contractor, and report the ongoing status to the Authority's Design and Construction Manager or designee. Except for unsafe practices resulting in an imminent danger situation, the PCM and/or other Authority staff shall not direct the DB Contractor's activities.



The PCM will not give directions or instructions requiring the DB Contractor to delay the work except where a threat to the safety or security of employees, the public, or any other persons may be imminent. The PCM will not direct the DB Contractor to proceed with any extra work not authorized by the DB Contract except for Time and Material directives within the assigned Authority's Delegation of Authority for Division of Design and Construction. The PCM will verify that the DB Contract work is constructed in compliance with the Contract Documents. The PCM has, and shall exercise, their authority to reject, both unsatisfactory workmanship and materials. The PCM will report any rejection of work immediately to the Authority's Design and Construction Manager.

Upon receipt of a written change notice from the DB Contractor, whereby the DB Contractor cannot proceed with the work that may result in additional costs to the Authority, the PCM will immediately notify the Authority's Design and Construction Manager of any of the following situations:

- Unanticipated conditions
- Differing site conditions or
- Any other unknown condition(s) allowable in the DB Contract

If the PCM is given verbal direction from the Authority's Design and Construction Manager or other delegated Authority's representative to proceed with the changed work, it is important for the PCM to keep written records of all agreements made, relevant conversations, and work performed, etc. Such documentation shall be provided to the Authority's Design and Construction Manager in an appropriate and timely manner. Refer to Section 4.0, Communication, Documentation, and Reports for more details.

The DB Contractor will submit their Change Order Proposal (COP) with their proposed cost of the changed Work to the PCM for processing. The Authority's review process will be in accordance with Section 11.0, Changes and Claims in this Manual and if the cost is mutually agreed to, this will be the basis for a Contract Change Order. Should the DB Contractor be unable to establish the cost for the work at that time, or if there is disagreement about the cost of the work, the Authority may unilaterally direct the DB Contractor to proceed with the work at a specified fixed price, unit price, etc. or on a Time and Material basis as allowed by contract.

### **3.5 Environmental Compliance/Controls**

Environmental compliance is critical to the success of the Project. The protection of the environment requires close attention to the various laws, codes, and criteria established by federal, state, and local governments as included in the following documents:

- Notice of Determination (NOD)
- Record of Decision (ROD)
- Final Environmental Impact Report/Statement (EIR/S)
- Project permit conditions
- Mitigation Monitoring and Reporting Program/Mitigation Monitoring and Enforcement Plan (MMRP/MMEP) and
- DB Contract plans and specifications



It is the DB Contractor's responsibility to comply with all such regulations and other permit requirements. The DB is responsible to provide all required documentation and permit application materials to support any additional and/or modifications to the Authority's permits which will be required from DB generated changes, etc. The DB Contractor shall work in close cooperation with the Authority and PMT's environmental group in order to apply for and obtain these permits or permit modifications.

Any written evidence of environmental compliance received by the PCM from the DB Contractor will be retained for examination by the respective government representatives and agency staff. The PCM is responsible for monitoring the DB Contractor's environmental compliance requirements as specified in the Contract Documents, including the Environmental Compliance Manual, as applicable.

Throughout the final design development process, the DB Contractor shall comply with the environmental clearance and permit requirements as specified in the Contract Documents. The DB Contractor is responsible to complete all environmental compliance activities in accordance with the Contract Documents.

The DB Contractor shall prepare and submit a draft and final Environmental Mitigation Plan (EMP) or Environmental Compliance Plan (ECP) to the Authority as specified in the Contract Documents. The Plan will describe the environmental responsibilities and roles of all entities involved in environmental compliance for the Project. The EMP/ECP shall contain a comprehensive listing of all environmental approvals and commitments in the Final Environmental Documents and Governmental Approvals and describe how the DB Contractor will comply with each commitment. Additional requirements for the preparation of the EMP/ECP are detailed in the Environmental Compliance Manual (ECM), as applicable. The PCM will review the DB Contractor's EMP or ECP and provide comments and recommendations to the Authority for the submittal review disposition, such as Statement of No Objection (SONO), SONO with comments or Statement of Objection with comments (SOO) or Approval, Approval with Comments or Rejected with Comments, as specified in the Contract Documents. The Authority's and PMT's Environment Group will review the EMP/ECP and send their comments to the PCM. The Authority will determine and advise the PCM of the submittal review disposition for the EMP and then the PCM will transmit the disposition and any review comments, if applicable, to the DB Contractor.

The PCM is responsible for oversight of all of the DB Contractor's environmental activities and shall monitor DB Contractor's compliance with each environmental requirement and commitment and their adherence with the approved EMP/ECP. In addition, the PCM's oversight responsibilities shall include (but are not limited to) the following;

- The effectiveness of the Contractor's Environmental Mitigation Plan or Environmental Compliance Plan, as applicable
- Compliance with the Authority initiated permit conditions, revised or amended permits, and final permit conditions
- Field oversight and QC/QA of the DB Contractor's Environmental Compliance program including submittal of all oversight activities into the Authority's Environmental Mitigation Management Assessment (EMMA) program.
- The effectiveness of the DB Contractor's implementation and performance of their MMRP, and the accuracy of their reporting in EMMA against the mitigation measures



- The accuracy of the data and information submitted by the DB Contractor into the Project Management Information System (PMIS) and EMMA, including DB Contractor's environmental compliance reports submitted to the Authority
- Compliance with the requirements of the Final Environmental Documents and government approvals
- Reviews for completeness and accuracy, all documentation and application materials submitted for all DB created/generated amendments/changes to existing permits which are required for the Authority to obtain Agency approvals.

The PCM shall coordinate and attend monthly permitting review meetings with the key environmental groups for the Authority and DB Contractor to oversee and monitor compliance and progress with these requirements until Final Acceptance of the DB Contract.

The PCM shall coordinate with the Authority regarding any long term environmental monitoring activities which may be required on the Project as stipulated in the Authority's permits prior to the DB Contract closeout, to determine if any future actions are needed.

Refer to the Environmental Compliance Process Flowcharts included in Appendix E for more details.

### **3.5.1 Authority's Environmental Oversight and Audits**

The Authority's Environmental representatives, from time to time, may visit the Project to monitor and/or audit the DB Contractor's design and/or construction activities. Project personnel are required to sign-in with the PCM upon arrival to the site and then brief the PCM on all site observations prior to their departure. The PCM may notify the DB Contractor of the Authority's Environmental group's monitoring or audit activities or request the Contractor's Environmental personnel to accompany them onto the site, at the option of the Authority's Design and Construction Manager or designee.

Before leaving the Project site, the Authority's Environmental representative(s) shall brief the PCM on any findings resulting from the site visit. Any observations/comments requiring corrective actions will be issued in writing to the PCM, who will coordinate with the Authority's Design and Construction Manager or designee and will provide appropriate written notification to the DB Contractor for their immediate actions. The PCM will immediately, notify the Authority's Environmental team in the event of a non-compliance or of any alleged or documented permit violations.

### **3.5.2 Hazardous Material Remediation**

The DB Contractor shall submit a hazardous material remediation plan for review and approval by the Authority in accordance with the Contract Documents.

The PCM is responsible for oversight of the approved Contractor's hazardous material remediation plan including logging, tracking, verifying and reporting on the quantities of hazardous material removal and disposal to the Authority. The PCM will include a status report of the hazardous material activities in their monthly compliance reports. The PCM will receive the waste manifest documents from the DB Contractor (for all hazardous material, which the Authority is the generator) and coordinate with the Authority to obtain the Authority's signatures as the generator for the transport of hazardous wastes. The PCM will prepare independent



estimates for verifying the quantities for the provisional sum payments as specified in the DB Contract. If hazardous material is encountered which may increase the cost or time of performance of the Work, the applicable Contract Documents related to such entitlement for an equitable adjustment will be used.

### **3.6 Design-Build Contract Progress Oversight**

The DB Contract Documents generally specify the following schedule requirements:

- Notice to Proceed date(s)
- Calendar days, work days or completion date
- Minimum Design Milestones-60 percent Design, 90 percent Design, and RFC drawings
- Interim completion dates for various items of work (schedule milestones)
- Substantial Completion
- Final Acceptance

The PCM provides oversight of all aspects of the DB Contract and the progress of the work, including the status of work items with regard to the Contractor's approved Baseline Schedule, the current overall status of completion, and the forecasted Project completion dates.

The DB Contractor will determine the sequence for performing work under the DB Contract, unless special requirements are included in the DB Contract. The PCM must be familiar with the current approved Baseline Schedule and with any updates to it, so that the DB Contractor's progress can be monitored and any issues that could impact the baseline schedule are identified and can be mitigated at the earliest possible time. The DB Contractor is required to provide monthly schedule updates and to submit them to the PCM for review (with the monthly payment invoice). For payments beyond the Interim Schedule period, an approved Baseline Schedule will be one criterion for release of the monthly payments. If a monthly schedule update indicates problems with the progress of the work, the PCM and the DB Contractor will meet to discuss corrective measures needed to bring the work back in line with the approved Baseline Schedule.

The PCM will be responsible for reviewing the Contractor's monthly schedule updates for accurate recording of actual dates and remaining durations for activities in progress on the schedule. To aid in the monitoring of the progress of the Work, the PCM will identify key activities that graphically portray progress. The PCM will evaluate the actual work progress in comparison to the current approved Baseline Schedule and the monthly schedule updates. Refer to [Section 10.0, Schedule Control](#) for more related responsibilities.

Furthermore, the PCM must be familiar with the DB Contract deliverables as they relate to the specific DB Contract package, especially the critical activities such as Right of Way acquisition, permits and approvals, and third party agreements. Furthermore, the PCM must be familiar with other constraints such as seasonal constraints, permitting conditions, and constraints required by local jurisdictions and/or other agencies. The PCM will monitor the DB Contractor's schedule related to current and planned new work activities and proactively work with the Authority and others involved to resolve all issues, constraints, etc., that may impact the DB Contract cost and/or schedule.



### 3.6.1 Progress Meetings

The DB Contractor is responsible to hold and coordinate regular progress meetings to review formal reporting per the DB Contract. The meetings will be scheduled for a time convenient to, both the PCM and the DB Contractor. Either of these meetings can be held in the PCM's or DB Contractor's office as mutually agreed. The DB Contractor's Project Manager should conduct the meeting. The meeting agenda will be prepared by the DB Contractor's Project Manager in coordination with the PCM. The agenda will be available for each meeting and distributed at least two days in advance of the meeting for review and meeting preparation. At each meeting, the general discussion will include, but may not be limited to the following items:

- Specific agenda items, including the past history of each item
- Review of safety issues
- Review the status of the Quality compliance and non-compliance issues
- Review the status of the Environmental compliance and non-compliance issues
- Review of DB Contractor's progress against the latest approved Baseline Schedule
- 3-week look ahead work schedule
- Review of current issues
- Review of past issues that are still unresolved
- Presentation of anticipated issues
- Status of the outstanding RFIs, Change Orders and Submittals
- Review of the status of outstanding change proposals
- Any other miscellaneous business

In addition, at each meeting, the agenda and a copy of all attachments/handouts will be provided to all attendees. The agenda will be used as a guide for discussing the DB Contractor's plans and issues and for determining the actions to be taken. As an alternative to the agenda, the previous meeting minutes may be reviewed and updated. The meeting shall not be allowed to develop into a discussion mainly related to the DB Contractor's claims and changes.

The PCM will notify the Authority and other agencies involved with the DB Contract of the scheduled meeting time, venue, and agenda, so they may attend as appropriate.

Progress meetings will be numbered sequentially. In the meeting minutes, each action item will be identified and tracked by the meeting number and the order of occurrence. The action items, with resolutions, will be closed out when mutually agreed to by all related parties and documented at subsequent meetings.

### 3.6.2 Meeting Minutes

The DB Contractor's Project Manager or designee will record the meeting minutes of all meetings requested and/or scheduled by the DB Contractor to document discussions and avoid misunderstandings with regard to agreements and/or action items discussed at these meetings. A copy of the draft meeting minutes will be forwarded to all attendees by the DB Contractor,



within two working days of the meeting date and request the attendees to review the minutes and advise the originator of any omissions and corrections or to acknowledge their concurrence, within two working days of receipt. The DB Contractor will incorporate all comments and issue final meeting minutes to all attendees. The PCM will be responsible to upload all final meeting minutes from the DB Contractor into the Project's Contract Management System (CMS) document control system for the Project files. For other meetings requested and/or scheduled by the Authority, PMT, or PCM related to the DB Contract, the PCM shall be responsible to prepare and distribute the minutes to the attendees. The meeting minutes will be reviewed in a similar process by the PCM as indicated in this section and the final meeting minutes will be uploaded into CMS by the PCM.

Each meeting will be numbered sequentially. In the meeting minutes, each action item will be identified by the meeting number and the order of occurrence. The action items, with resolutions, will be closed out when mutually agreed to by all related parties and documented at the subsequent meetings.

The standard [Meeting Minutes Form](#) and [Meeting Minutes Log](#) in CMS are included in [Appendix G](#) for use on each DB Contract.

### **3.7 Request for Information**

The Request for Information (RFI) process is a means by which the DB Contractor can obtain clarification of Contract Documents from the Authority. The RFI is a clarification, with no basis for any time or cost adjustments to the DB Contract.

The DB Contractor shall submit each RFI through CMS to the PCM for the Authority's response. The PCM will be responsible for receiving, distributing and tracking each RFI submitted until final response and close out. The PCM will maintain a RFI Log within CMS showing control number, originating organization, a brief description of the issue, received date and response date.

The PCM will review each RFI received from the DB Contractor and should prepare a draft response for the Authority and PMT concurrence and/or comments, after consultation with the Authority and PMT reviewers, depending on the nature of the RFI. Upon final concurrence with the Authority, the PCM will return the RFI response to the DB Contractor. Typically, the RFI response time and return to the DB Contractor should be within seven days of receipt from the DB Contractor, depending on the complexity of the response required.

In addition, copies of RFIs internal to the DB Contractor's organization should be copied to the PCM if they affect the design and/or construction work. As needed, the PCM will distribute to the appropriate Authority and PMT staff, the DB Contractor's internal RFI's.

The standard [Request for Information Form and Log](#) format, are included in [Appendix G](#), which will be used on the Project.

### **3.8 Partnering**

An independent partnering consultant mutually agreed to by the Authority and the DB Contractor will facilitate partnering, when provided for in the Contract. Partnering is used to demonstrate leadership, build positive working relationships between the parties, establish and



support the issue resolution process, mitigate conflicts and facilitate the resolution of claims and disputes.

Partnering workshop participants may include representatives from the Authority, PCM, Designer of Record, ICE/ISE, the DB Contractor and third parties as agreed to by the Authority. The workshop will include the topics as listed in the Contract Documents.

The first Partnering Workshop will be scheduled as specified in the Contract Documents. Subsequent partnering meetings will be scheduled on a regular basis as mutually agreed between the Authority and the DB Contractor. The Issue Resolution Ladder Process should be determined and agreed to at this first Partnering Workshop.

The PCM shall be responsible to coordinate with the DB Contractor, third parties, and the Authority to arrange the formal Partnering workshop as agreed by all parties. The PCM will strive to confirm that attendance at the workshops includes the best-suited personnel to represent each party/entity involved in the DB Contract and responsible for addressing issues and promoting a team approach.

### **3.9 Contractor's Monthly Payments**

#### **3.9.1 Basis of Payment**

Payments to the DB Contractors will be made based on the approved payment activities only, unless provided otherwise in the DB Contract. Approved payment items shall be comprised of the approved Payment Breakdown and Quality Milestones, approved time and material work, and other progress payment items, as determined by the DB Contract.

When the DB Contract stipulates the use of Payment Breakdown and Quality Milestones, as part of the Baseline Schedule submission, the DB Contractor will submit the Schedule of Payment Activities with detailed work scope descriptions and upon approval by the Authority, will establish the basis for the Contractor's monthly payment invoice reviews by the PCM and subsequent approval by the Authority and the FRA. The PCM will review and recommend approval or rejection of the schedule of Payment activities to the Authority. Only approved Payment activities may be submitted for payment after the Payment item has been 100 percent completed as defined in the Contract Documents. The PCM will be familiar with the requirements and detailed scope definitions of each Payment activity, including the Quality Milestone Data Pack requirements. Upon submission of the Payment activities and accompanying Quality Milestone Data Pack from the DB Contractor, as specified in the Contract Documents, the PCM shall review the contents for DB Contract compliance and the substantial accuracy of the data pack contents.

The PCM shall also, develop and implement a standard procedure to field-verify and document the actual quantity or percentage of the physical completion of each payment activity. Furthermore, the PCM field engineers will record in their Field Engineer's daily reports when the physical completion of each Payment Milestone has been achieved for the Project records.

The PCM shall use a standard checklist form for reviewing each Payment activity and Quality Milestone Data Pack, which is submitted with the applicable Monthly Payment Invoice. The checklist will include a cover sheet, completed checklist and recommendations for approval of each Payment item, which has been submitted for payment by the DB Contractor.



All items of work will be paid on the basis established by the DB Contractor's Contract Schedule of Values (i.e., lump sum, mobilization, ICE/ISE monthly items (when applicable), Provisional Sums, Time and Material items, Change Order payments, etc.). The PCM shall be responsible for developing and implementing a procedure to certify the work performed when the payment is requested by the DB Contractor on a Time and Material basis.

The standard Time and Material/Change Order Accounting Cost Report and Daily Cost Tracking Report-Field forms are included in Appendix G for use on the Project.

### **3.9.2 Approval of Contractor's Schedule of Values and Payment Breakdown**

The PCM shall be responsible for coordination with the DB Contractor so that a proper Schedule of Values is achieved. The Schedule of Values may be comprised of a payment breakdown, time and material work items, progress payment items, and any other payment items as required by the DB Contract that can be used as the basis for submitting and reviewing the DB Contractor's monthly payment invoices.

In the event that the DB Contract requires the DB Contractor to submit an Interim Schedule of Values, including separate proposed payment breakdown covering an interim Contract period of time, the PCM will review the interim Payment Breakdown to verify that significantly unbalanced conditions do not exist. Additionally, the PCM will review the payment activities to verify that the distribution of the total Contract value to the various items listed on the Schedule of Values are reasonable and equitable for the work planned. The PCM will address and resolve all Schedule of Values issues with the DB Contractor. The PCM shall perform a similar review function when the DB Contractor submits a Schedule of Values for the entire Project.

The specific deliverables and submittal requirements for Contractor's Interim and Baseline Schedule and Payment Breakdown submittals are as specified the Contract Documents.

### **3.9.3 Contractor's Certifications with Monthly Payment Invoices**

In accordance with the Contract Documents, the DB Contractor is required to provide a certification for all Monthly Payment Invoices. The DB Contractor's Project Manager shall provide a written certification that all payment amounts being requested are true and accurate and the Work has been completed satisfactorily as per the DB Contract requirements. In addition, following the first Payment Invoice, the DB Contractor shall provide evidence acceptable to the Authority that all subcontractors and suppliers have been paid for their work included in the previous payment invoices and a conditional lien release from each first-tier Subcontractor and from all subcontractors of any tier with a contract value greater than \$5 million. PCM shall verify that these documents are included in each Monthly Payment Invoice.

### **3.9.4 Monthly Payment Invoices**

Monthly payment Invoices are to be processed using Contract Management System (CMS). The monthly Payment Breakdown items completed and any other approved payment items agreed to by the PCM and DB Contractor shall be uploaded into CMS in a Schedule of Payment Breakdown format approved by the Authority, which results in the generation of the actual invoice voucher. A typical certification and approval invoice process for each DB Contract will be as follows.



The Schedule of Payment Breakdown form is a listing of all Payment item numbers, descriptions, and other contract information as included with the approved Interim or Baseline Schedule. The Schedule of Payment Breakdown form is prepared and submitted by the DB Contractor.

At the end of the current monthly payment period, the DB Contractor and the PCM will meet and agree to the Payment items that are 100 percent complete or agree on the total percent completion of all allowable progress payment items. The DB Contractor and the PCM will also, agree on the quantities and related costs to be invoiced for any Time and Material payment items and any other approved payment items. The DB Contractor records the dollar amounts that represent the actual work completed.

The DB Contractor submits the Monthly Payment Invoice package in hard copy and in CMS (if applicable), including the following:

- A Schedule of Payment Breakdown and any other agreed payment items for payment
- A Quality Milestone Data Pack for each Quality Milestone which is 100 percent complete or otherwise eligible for payment
- Monthly Schedule Progress Update
- Contractor's Monthly Invoice Narrative (for FRA)
- Conditional lien releases
- Evidence of each subcontractor's payment and
- Any other supporting back-up information necessary to demonstrate entitlement to payment required by the Authority into CMS

The PCM initiates the review process to confirm that the work progress claimed on the Payment Invoice actually has been completed and accepted by the PCM and all payment documentation is accurate and complete. If the Payment Invoice is acceptable, the PCM will complete the following three standard Authority forms:

- Contractor's Monthly Payment Invoice Certification Form,
- Line Item Details
- WBS Cost Distribution Detail

The PCM will obtain the signature from the DB Contractor's Project Manager for certification of the Payment Invoice on the Contractor's Monthly Payment Invoice Certification form.

If the PCM finds the Payment Invoice to be acceptable for payment, the PCM will provide their recommendations for payment and sign-off on the hard copy of the Contractor's Monthly Payment Invoice Certification form and in CMS. The PCM will have one business day to review and recommend for payment or reject the Contractor's Payment Invoice. If recommended for payment, the PCM will transmit the Monthly Payment Invoice to the Authority's Design and Construction Manager for their review and recommendations/sign-off. The Authority's Design and Construction Manager or designee will place the "Authority" date stamp with actual date of receipt of the Payment Invoice from the PCM, from which this date will start the payment invoice clock.



The Authority's Design and Construction Manager will review and recommend for payment and sign-off on the Contractor's Monthly Payment Invoice within one business day from receipt from the PCM, if acceptable.

Upon approval and sign-off by the Authority's Design and Construction Manager, the Payment Invoice will be transmitted electronically to the Authority's Accounting and Grants groups in Sacramento for further review and processing of the invoice and payment. In addition, the PCM will send a hard-copy of the payment invoice with the original signatures to the accounting group in Sacramento via one day express mail delivery.

Immediately upon receipt of the electronic copy of the Payment Invoice, the Authority's Accounting and Grants groups will begin their review of the Payment Invoice. Upon their acceptance, the hard copy will be recommended/signed by the Authority's Budget Officer and approved/signed by the Authority's Chief Program Manager or as delegated. The approved Payment Invoice will be scanned and a scanned copy will be transmitted to the FRA for their review and approval. Upon approval and drawdown of the funds by the FRA, the Grants group will transmit the Payment Invoice to the General Ledger group. The General Ledger group finalizes and delivers the approved claim schedule for payment to the State Controller's Office. Then, the State Controller's Office issuing the check for payment to the DB Contractor. Furthermore, the Grant's group will transmit a fully signed hard-copy of the Payment Invoice to the PCM to maintain in the Project Record files.

Refer to the DB Contractor's Monthly Invoicing and Payment Approval Flowchart in Appendix E, which shows the full DB Contractor's invoice and payment approval process, that is to be used on the DB Contracts.

The total duration for the payment invoice review/approval process of each Monthly Payment Invoice shall be no more than the total number of days as specified in the DB Contract. Otherwise, the DB Contractor will be eligible for interest charges on late payments in accordance with the Contract Documents. The PCM will monitor and track each Payment Invoice throughout this approval process to ensure that the Payment is made to the Contractor within the total number of days as allowed in the Contract and update the Authority's Design and Construction Manager on a weekly basis.

If any errors, disputes, or changes are discovered during the payment review and approval process, the invoice shall be withdrawn from the payment approval cycle and returned to the DB Contractor for re-submittal or the DB Contractor may be requested to furnish some additional documentation for further processing of a revised invoice. The payment clock will stop at any time when an error, dispute, or change to the invoice is required and the clock will be restarted as Day 1 upon re-submittal of the corrected Monthly Payment Invoice.

The PCM will maintain a Contractor's Monthly Payment Invoice Log by Contract of all Payment Invoices submitted for payment.

Refer to the standard Contractor's Monthly Payment Invoice Certification Form, Line Item Details Form and the WBS Cost Distribution Detail Form included in Appendix G, which will be used on the DB Contracts.



### 3.9.5 Monthly Payment Invoice Documentation and Distribution

The PCM will establish and maintain a complete set of payment invoice records. However, the official monthly payment records are the responsibility of the Authority's Design and Construction Manager or designee.

The PCM shall forward the original and two copies of each monthly payment invoice to the Authority's Design and Construction Manager. A complete copy, as forwarded, shall be placed in the project files. Listed below are all documents that may be required in the total package forwarded to the Authority's Design and Construction Manager. The Payment Invoice package will be in the following order:

- Contractor's Monthly Payment Invoice Letter of Transmittal
- Contractor's Payment Invoice Details, including Quality Milestone Data Packs, Contractor's Monthly Invoice narrative (for FRA) and any other back-up invoicing documents required
- Certificates of Payment to Subcontractors and Suppliers
- Conditional lien releases for Subcontractors
- Print-out of the Detailed Construction Schedule listed by activities and the secondary Schedule of Values
- Contractor's Monthly Payment Invoice Certification form (in numerical order)
- Line Item Details Form
- WBS Cost Distribution Detail
- Quality Milestone Data Pack Checklists
- Any other back-up documents as required by the Authority to substantiate payment request

### 3.9.6 Payment from Provisional Sum Items

The Authority may reserve Provisional Sum amounts in the DB Contract for payment of certain allowable Contract Work as specified in the Contract-Signature Document. These Provisional Sum amounts are to be used to pay for provisional work, from which the Contract work scope cannot be reasonably defined or known at the time of the submission of the DB Contractor's proposals, and shall be subject to the approval of the Authority. The Provisional Sums will vary by contract and may include (but are not limited to) the following:

- Utility Provisional Sum
- Construction Contract Work Provisional Sum
- Building Hazardous Materials Provisional Sum
- Other DB Contract-Specified Provisional Sum items

Payment from any Provisional Sums items may be authorized by an executed Task Order Proposal or a Contract Change Order, at the option of the Authority's Director of Design and Construction. When a Task Order Proposal or Change Order is executed by the Authority authorizing payment from the Provisional Sums items, the Contractor shall proceed with the related Provisional Sum Work. Upon completion and acceptance of this work (or any specified payment item(s) included in the executed Task Order Proposal or the executed Change Order,



the Contractor may request payment through the Payment Invoice process as described in Section 3.9, Contractor's Monthly Payments.

In order for the D/B Contractor to request payment of any Provisional Sums items, the D/B Contractor shall first, submit a draft Task Order Proposal form (TOP) to the PCM electronically, which shall be subject to review and approval by the PCM and the Authority. The draft TOP must include the following;

- Description of the proposed Task Order (TO) work scope
- Reason for the proposed TO work
- Cost Proposal (with direct costs only)
- Schedule details with schedule subnet
- Proposed payment method(s) to be used, including unit prices, lump sums, time and material, etc. and payment item numbers and descriptions for each

The draft TOP must provide sufficient details to permit a full review and analysis of the work scope and the related costs and schedule details for the proposed scope of work to be covered in the TOP.

Upon receipt of the draft TOP from the D/B Contractor, the PCM will upload the draft TOP into CMS, and proceed to evaluate the draft TOP to determine if the proposed work scope is allowable within the specified Provisional Sum item(s). If allowable, the PCM will prepare a Rough Order of Magnitude cost estimate (ROM) and then evaluate the draft TOP for accuracy, reasonable cost and schedule basis, and equitable payment compensation for the actual work progress to completion of the related Work. The PCM will provide their recommendations for approval or provide their comments to the Authority's Design and Construction Manager or designee. The Authority will review the draft TOP and the PCM's recommendations and/or comments and advise their concurrence or provide further comments to the PCM. The PCM may forward the Authority's comments to the D/B Contractor, if agreeable with the Authority. The Authority's review process should be completed within 15 calendar days of receipt of the draft TOP by the PCM.

The D/B Contractor and the PCM may hold one or more meetings to discuss and resolve any comments, clarify the TOP work scope and/or proceed to negotiate and obtain an agreement on the total costs, payment items, schedule details, etc. for the proposed TOP work.

Upon agreement, the PCM will inform the Authority's Design and Construction Manager of the details of the agreement obtained with the D/B Contractor. If the Authority's Design and Construction Manager concurs with this agreement, the PCM will request the DB Contractor to submit the final TOP form, as agreed by both parties, with the DB Project Manager's signature included, for the Authority's review and concurrence. Upon review and concurrence of the signed TOP form by the PCM, the PCM will transmit it to the Authority's Design and Construction Manager or designee for approval and signatures of the Authority. It then, becomes an executed TOP. The PCM will distribute the original executed TOP form to the D/B Contractor and one scanned copy of the executed TOP will be retained by the PCM in the record files.

If agreement on work scope, total costs, schedule details, etc. cannot be reached with the DB Contractor, the Authority may issue a Directive Letter to the D/B Contractor, directing the



Contractor to proceed with the TOP work on a Time and Material basis and the actual costs will be paid for under the specified Provisional Sum item.

The Authority may direct the Contractor to proceed with a specified work scope to be paid for under a Provisional Sum item. In this case, the PCM will prepare a draft Directive Letter for the Authority's signature with appropriate direction to the D/B Contractor to submit a TOP form for the Authority's review and approval.

The PCM will log and track each TOP form from initial submission from the D/B Contractor until completion of all related work and until all related payments have been made. The PCM will verify that payment for any work covered under the Provisional Sum values shall be authorized only following issuance of an executed TOP. Payments based on the TOP shall follow the Contractor's Monthly Payment process. The PCM will be responsible for verifying that all dollar amounts associated with the TOPs are accurately recorded and tracked and the remaining balances in each Provisional Sum item are accounted for.

Refer to the standard Task Order Proposal (TOP) for Provisional Sums form which is included in Appendix G and is to be used on the Project. This standard form may be modified as necessary to conform to the applicable Contract Documents.

If the Authority elects to use CO's to authorizing payment from Contract-specified Provisional Sums items, the PCM will follow the same Change Order process as described in Section 11.9, Change Orders and Task Orders for Contract-Specified Provisional Sum Items.

Each month, the PCM will verify that the Contractor has updated the Contractor's Monthly Payment form to include all new payment items and other payment items added by the fully executed Task Orders. All TOP will be added to the form during the month that they are executed, even if no related work activities have occurred.

The Authority may elect, in its sole discretion, to pay for related Change Order work with funds from the Provisional Sum values (to the extent of any available funds in the Provisional Sum), or the Authority shall pay for said Change Order with other funds. As specified in the D/B Contract. If, at any time, a positive balance remains in the Provisional Sum amount specified in the D/B Contract, the Authority may elect to deduct the balance from the Provisional Sum amount and credit such amount to the Authority.

The PCM will verify that payment for any work covered under the Provisional Sum amounts shall be authorized only following issuance of an executed Change Order. Also, the PCM will be responsible for verifying that all dollar amounts associated with these CO's are accurately tracked against the appropriate CO and the remaining balances in each Provisional Sum item are accounted for up to the total allowances as specified in the DB Contract.

Each month, the PCM will verify that the Contractor has updated the Contractor's Monthly Payment Invoice form to list these COs during the month that they are executed, even if no "Line Item Details" forms during the month that they are executed, even if no related work activities have occurred.

Refer to Section 11.9, Change Orders and Task Orders for Contract-Specified Provisional Sum Items for more details.



### 3.9.7 Payment for Unincorporated Materials

Payment items may include payment for specified materials stored on-site or off-site prior to incorporation into the Work which have been specifically listed and fabricated or designated for the Project per the Contract Documents. These stored materials must be included in Payment Milestones or other approved payment items, which have been submitted and approved for each delivered and stored material. Stored materials shall be delivered at a secured facility accessible to the Authority and must be verified by the PCM, unless waiver by the ADCM. In addition to verifying delivery of materials, the PCM shall be responsible for implementing and maintaining a system for tracking all of these stored materials and when specific materials are removed and incorporated into the Work. The DB Contractor must have complied with the requirements regarding advance approval listed below, and must submit an original invoice for the materials or other documents to confirm that the cost of the materials is equal to the corresponding Payment items amount. In addition, material for which payment has either been made, wholly or partially, shall not be removed from the approved storage location until such time that it is to be incorporated into the work, unless prior authorization has been provided by the PCM.

When the Contractor requests payment for any Unincorporated Materials, the following documents should accompany the submitted Monthly Payment Invoice:

- Validated invoices with the signature of an officer of the company supplying the material showing the actual cost.
- A written statement from the DB Contractor attesting to the invoices as submitted do not include charges or fees for placing, handling, erecting or any other charges or markups other than the actual material cost, sales tax(es) if applicable, and related freight charges.
- Buy America documentation, if required
- Bills of Lading showing delivery of the material.
- Inspection test reports, certifications, and/or a written statement from the DB Contractor's Quality Manager attesting to the inspection and approval of the stored materials
- Upon receipt of the required documentation, the PCM will verify that these documents are acceptable and field-verify that these materials have been stored at the approved site location and delivered in the exact types, sizes, quantities, etc. as documented. Upon verification and acceptance, the PCM will recommend payment and proceed with the payment invoice process.

In the event that the DB Contractor fails to pay the supplier(s) within the period specified in the DB Contract or according to the State and Federal laws, the PCM will recommend withholding an equivalent payment amount owed the supplier(s) from the next payment invoice submitted by the DB Contractor. The PCM will then notify the DB Contractor, in writing, of the forthcoming payment reduction.

As part of the Project records, the DB Contractor will submit copies of all pertinent documentation with the Monthly Payment Invoice to the PCM for review and retention.

### 3.9.8 Payment for Change Orders

In order for the payment system to provide the mechanism for payment of Change Orders, the following two conditions must be satisfied:



- The Change Order document must clearly detail the method of payment, including the pay item number, description, lump sum amount or quantity (estimated) unit, unit price, and any associated contract time extension.
- The Change Order must be fully executed so that the Change Order pay items can be included by the DB Contractor in the payment invoice.

The payment process provides for the incorporation of two categories of Change Orders. One category deals with Change Orders that increase/decrease the scope of the DB Contract but do not relate to any current pay items in the DB Contract. The second category deals with Change Orders that relate to the original pay items, whereby the original pay item amount is zeroed-out and the new “replacement” payment item is added in the payment document.

All Change Order pay items will have an appropriate Work Breakdown Structure code (WBS). The replacement pay item(s) will appear directly under the original payment item (which will be labeled “REPLACED”) on the payment invoice forms. Additional information on overruns, underruns, and credit Change Orders is provided in [Section 11.0, Changes and Claims](#).

The PCM will be responsible for verifying that all Change Orders are cross-referenced to the appropriate WBS line items(s). This will require coordination and concurrence with the PMT Project Controls Group.

Each month, the DB Contractor will update the Monthly Payment Invoice form to include all new Payment Milestones items and any other payment items added by fully executed [Change Order \(CO\)](#). All executed COs will be added to the Monthly Payment Invoice form during the month when these COs are received by the DB Contractor, whether or not there is any related work activity started or performed during the current payment period. Changes Orders, when added to the Schedule of Payment Milestones and the Cost Loaded Schedule, shall preserve their identity as Change Orders.

### **3.10 Subcontractor Approval Process**

#### **3.10.1 Subcontractor Approval Process**

The DB Contractor shall submit each proposed subcontractor agreement for review and approval by the Authority as specified in the Contract Documents. The PCM will review the subcontract agreements for completeness and compliance with the applicable DB Contract requirements and forward each to the Authority with their recommendations/comments within five working days of receipt from the DB Contractor. Upon review and approval by the Authority, the PCM will notify the DB Contractor, in writing, of the Authority’s approval or comments for their further actions.

It is the DB Contractor’s responsibility to provide one copy of each executed subcontract agreement to the PCM with copies of insurance certificates and subcontractor’s contractor licenses verifying the proposed subcontractor’s compliance with DB Contract insurance requirements within three days of execution. The PCM shall verify that each subcontractor’s insurance certificate complies with the insurance and subcontractor’s contractor’s license requirements as specified in the DB Contract.

The PCM will prepare and maintain an electronic log of approved subcontractors for the use by all Project staff. The PCM will monitor that no subcontractors are permitted to work on the



Project until they have approval from the Authority and each subcontractor complies with the insurance requirements as specified in the DB Contract.

In the event that the DB Contractor needs to either change or add a major subcontractor, the process outlined in Section 3.10.3, Subcontractor Substitution Process shall be followed.

### **3.10.2 Small and Disadvantaged Business Enterprise Program Requirements**

When a small business enterprise (SB) works on the Project, their work needs to be monitored by the PCM, and certain reporting requirements and deliverables under the Small Business Program Plan must be fulfilled by the DB Contractor. These items will need to be verified in the field and recorded by the PCM.

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

The DB Contractor shall submit the Form 103 by the 15<sup>th</sup> of each month. Any alternate formats requested to be submitted by the DB Contractor, in lieu of the Form 103, must have prior approval from the Authority. Failure to submit the Form 103 reports may result in the imposition of a monetary penalty per day for each monthly report overdue. Civil penalties for knowingly providing false information on the Form 103 are subject to penalty as per the State law.

The DB Contractor shall establish and implement a Small Business Performance Plan, to address how the DB Contractor will meet the overall 30 percent SB goal. 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 DB Contractor shall revise its SB Performance Plan to incorporate the Authority's comments.

The PCM will need to understand and monitor the following:

- The provisions of the Subletting and Subcontracting Fair Practices Act.
- The work being performed by the SBs working on the Project-perform periodic on-site monitoring so that the work committed to the SBs are actually being performed by the SBs
- That the listed SBs are not illegally removed or replaced
- That the DB Contractor achieves the established level of SB work and commitments made at time of DB Contract award and as described in the Contractor's approved SB Performance Plan
- The submission of required SB reporting requirements

The PCM must be familiar with the DB Contractor's contractual obligations, review the DB Contractor's work and verify that the SB provisions are being followed as specified in the DB Contract.

The PCM will check and track that the DB Contractor complies with the various reporting requirements, action items and deliverables in the Authority's Small Business Program Plan as required in the Contract Documents. The Authority or designee will verify the DB Contractor's actual compliance with the SB Program Plan and SB Performance Plan requirements and



provide status reports to the PCM. The table below lists these requirements in the Small and Disadvantaged Business Enterprise Program Plan.

**Table 1: Small and Disadvantaged Business Enterprise Program Requirements**

| <b>Deliverable</b>                 | <b>Frequency</b>                            | <b>Action</b>   | <b>SB Program Plan Reference</b>                                       |
|------------------------------------|---|---|--|
| SB Activity Report                 | 15 <sup>th</sup> of each month              | Form 103  | III.A. Data Collection and Reporting<br>Reference Pages 14, 25, 36, 37 |
| Executed SB Subcontract Agreements | As SB, subcontract agreements are executed. | 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 DB Contractor and its lower tier subcontractors must incorporate the Authority's prompt payment provisions in <u>all</u> executed subcontract agreements. | III.F. Contract Monitoring and Compliance<br>Reference Page 17         |
| On-Site Performance Monitoring     | Periodic                                    | Perform periodic on-site monitoring so that work committed to SB firms is actually being performed by the SBs   | III.F. Contract Monitoring and Compliance<br>Reference Page 17         |



| <b>Deliverable</b>   | <b>Frequency</b>                    | <b>Action</b>  | <b>SB Program Plan Reference</b>  |
|--|-------------------------------------|--|---|
| Good Faith Efforts Towards SB Participation (Post Award)                       | As needed                           | Change in Contract Amount - The dollar amount of Change Orders or any other contract orders 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.  | IV.C. Good Faith Efforts (Pre and Post Award)<br><br>Reference Page 22  |
| Substitution or Termination of a SB, DVBE, Micro-business or DBE on a Contract | As SB/DBE/DVBE substitutions occur. | Prior to approval of the DB 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 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. | IV.E. Substitution or Termination of a SB, DVBE, Microbusiness or DBE on a Contract<br><br>Reference Pages 28-31 and 37 |



| Deliverable                                      | Frequency                   | Action   | SB Program Plan Reference   |
|--|-----------------------------|--|---|
| Monthly and Annual Narrative SB Progress Reports | Monthly and Annual—August 1 | <p>With each invoice and an annual report on or before August 1 of each year of the design-build contract term.</p> <p>Each report must include a narrative summary stating whether the DB 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 DB Contractor is behind target (stating the amount of the deficit) and substantiate such attainments. If any progress report shows that the DB 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 DB Contractor shall modify its SB Performance Plan accordingly.</p> | <p>V.D. DB Contractor Good Faith Efforts and Reporting Obligations</p> <p>Reference Page 37</p> |

The PCM is responsible for receiving, logging and tracking the DB Contractor's compliance and submission of the SB Program and SB Performance Plans. The PCM will review the SB Program related reports and identify compliance determinations and any discrepancies found to the Authority and the PCM. The PCM will notify the DB Contractor, in writing, of these determinations and discrepancies found and advise the DB Contractor to investigate and provide their written response for resolution/corrective actions, as required.

### 3.10.3 Subcontractor Substitution Process

The DB Contractor may request a subcontractor substitution, which requires a formal review process before a decision is rendered by the Authority. The substitution process is required for removing and replacing a subcontractor or SB firms, and for adding a subcontractor, which is encouraged under certain conditions in the DB Contract. The DB Contractor must include their



justifications for requesting a replacement or addition of a subcontractor with their request for substitution submission.

The DB Contractor may request the removal or adding of a listed subcontractor in accordance with the Contract Documents. Special attention will be given to the substitution and/or termination processes of a small business.

When the DB Contractor requests a substitution, the PCM should gather the documentation, including reasons for the change, recommendations by the PCM and forward all documentation to the Authority for review and determination of approval or disapproval.

The PCM will monitor that the DB Contractor and each subcontractor is in compliance with the Table 1, Small and Disadvantaged Business Enterprise Program Requirements in Section 3.10.2 and will be monitored and verified by the PCM's field staff.

### **3.11 Labor Compliance Reports**

When the DB Contractor submits their weekly Labor Compliance reports to the PCM, the PCM is responsible for tracking these reports and transmitting each to the Authority's Labor Compliance Unit to validate that each complies with the DB Contract requirements and applicable State and Federal regulations. In addition, the Authority will perform Labor Compliance field interviews of the DB contractor's employees and subcontractors periodically as required for compliance. The Authority will review and verify prevailing wage compliance of these reports and report the determinations and any discrepancies found to the Authority and the PCM. The PCM shall notify the DB Contractor, in writing, of determinations and any discrepancies found and advise the DB Contractor to investigate and provide their written response for resolution/corrective actions, as required.

### **3.12 Community Benefits Agreement**

If the DB Contract Specifications refer to and include a draft Community Benefits Agreement (CBA), the Final CBA (Executed Version) will be distributed by the Authority to the PCM. The PCM will issue these documents to the DB Contractor for their implementation and reporting actions. The Final CBA is, also, available to the DB Contractor and Authority's staff at the following website: <http://www.hsr.ca.gov/Programs/Construction>.

### **3.13 United States Department of Labor –Office of Federal Contract Compliance Program Oversight Committee Reports**

The PCM is responsible for receiving, logging, and tracking the DB Contractor's compliance and submission of U.S. Department of Labor (USDOL) Office of Contract Compliance Program Equal Employment Opportunity reports in compliance with Title 41 CFR part 60 and the ten obligations under the Mega Project Oversight Committee requirements. The USDOL will review the Oversight Committee and Mega Project reports and identify compliance determinations and any discrepancies found to the Authority and PCM. The PCM will notify the DB Contractor, in writing, of the USDOL determinations and any discrepancies found and advise the DB Contractor to investigate and provide their written response for resolution/corrective actions, as required.



### 3.14 Contract Drawings and Specifications

The PCM will be responsible to verify that the DB Contractor provides the Authority with the current and updated design drawings as the design advances and prior to the start of the related construction work. The PCM will use the CMS software to maintain a Drawing Control Log of the most-current design drawings and specifications or Ready for Construction (RFC) drawings/specifications. The PCM will periodically compare the Drawing Control Log with the working set of drawings to confirm that the DB Contract Drawings are current and accurate. Superseded drawings and specifications, marked “Superseded”, must be retained for record purposes until DB Contract completion.

When the DB Contractor has made design changes/revisions, the PCM will require the DB Contractor to submit the revised drawings for review by the PCM, PMT and the Authority in accordance with the Authority’s submittal review process and as specified in the DB Contract.

### 3.15 As-Built Documents

The DB Contractor has the primary responsibility for the preparation of a set of working Contract Drawings, Specifications and other Contract or Project Baseline Documents, appropriately marked up with the as-built details.

Often during construction, interim as-built details may be required by others to enable them to complete design or redesign of a certain feature or addition or to begin construction in a common area of the Project. Consequently, the DB Contractor’s marked-up set of as-built documents must be kept up-to-date daily with the as-built details. The PCM will perform monthly reviews of the DB Contractor’s marked-up as-built documents to confirm that the DB Contractor is maintaining current and up to date as-built records. The PCM will maintain records for each monthly as-built review and track any outstanding issues found during the review until each has been resolved and closed out. The marked-up as-built drawings and details will include changes in materials, equipment, or the final location or dimensions of the work, as well as significant details not shown on the original DB Contract and shop drawings. The PCM is responsible to coordinate with the DB Contractor for as-built drawings.

Upon completion of the construction Work (or as early as possible after completion of each specific portions of the DB Contract Work), the DB Contractor shall submit the complete set of working Contract Drawings, shop drawings and specifications, clearly marked with all as-built details, to the PCM for final review. The PCM will review each for completeness and return any review comments to the DB Contractor for incorporation into the record drawings. The DB Contractor will prepare the Record Documents. Furthermore, the PCM will confirm that drawings, catalog cuts, diagrams, and other information (such as software and other proprietary information) prepared by the DB Contractors, suppliers and manufacturers that are necessary to properly maintain the accepted railway facilities and system are assembled and furnished to the Authority. The PCM must verify that the DB Contractor has submitted all Record Documents, as required by the DB Contract, prior to releasing the Final Payment to the DB Contractor.

### 3.16 Value Engineering Cost Proposals

The DB Contractor will be encouraged to submit their cost reduction Value Engineering Cost Proposals (VECP), which may change the drawings, specifications or other requirements of the DB Contract. Each VECP submission will be sequentially numbered. In order for a VECP to be



accepted by the Authority, along with the requirements of the DB Contract, the VECP shall include one or more of the following:

- Be identified by the DB Contractor at the time of submission to the PCM
- Require a change to the DB Contract
- Decrease the DB Contract price or provide reduced life cycle costs to the Authority
- Maintain the required functions, such as service life, reliability, economy of operation, ease of maintenance, and any standardized features and appearance
- Not require an unacceptable extension of DB Contract time

A VECP will be handled in a manner similar to Contract Change Orders Proposals. The Designer of Record and ICE/ISE (when applicable) shall review the DB Contractor's proposal for technical feasibility, cost, and schedule analysis and approve the VECP, prior to submitting it to the PCM. Upon receipt, the PCM will review and evaluate the VECP, including costs and schedule, and submit their analysis with a recommendation to the Authority for subsequent evaluation. A case file will be established for the proposed change by the PCM. The DB Contract cost analysis will take into account the change in the Contract price and the impact on the total Project cost. The Authority will review the recommendations from the PCM and may approve, in whole or part, any VECP submitted. Upon approval by the Authority, the PCM will prepare a Contract change order for review and approval by the Authority. The decision regarding rejection or approval will be at the sole discretion of the Authority and will be final and not subject to appeal. All VECPs shall be logged and track by the PCM and all approved VECP will be included on the Change Management Log and Change Log.

### **3.17 Risk Management and Mitigation**

Effective management of Program and Project risks are necessary to significantly increase the chances of delivering a successful Project and to assist in the mitigation or avoidance of undesirable project outcomes and/or the enhancement of risk response strategies and mitigation opportunities of individual risks. The Authority's Program Risk Management Plan provides a formal, systematic approach for identifying, assessing, evaluating, documenting and managing risks that could jeopardize the success of the Program and Project. Furthermore, the Authority has prepared the Program Risk Register and it will be sorted to provide a Project-specific risk register which will include a listing of all potential risks related to each related DB Contract and Project. The Project-specific risk register will be provided to each PCM during the early stages of the DB Contract.

The PCM will support the Authority in the risk management process in accordance with the Authority's Program Risk Management Plan and the Project-specific risk register for each DB Contract. The PCM will assess, evaluate, document and manage all elements of risks listed on the Authority's Risk Register regarding the assigned DB Contract and Project. Also, the PCM will identify, assess, evaluate, document, and manage any new or emergent risks that could jeopardize the success of the related to the DB Contract and Project for the duration of the DB Contract. The PCM will coordinate with the DB Contractor, the Authority's Design and Construction Manager and any other related third parties to identify and prioritize each risk and to recommend appropriate mitigation measures to alleviate any cost and schedule risk impacts to the Authority.



The PCM will regularly monitor, report on their risk management efforts, and provide all Risk Register updates to the Authority's Risk Management Team and other Authority staff as required, at least monthly, to ensure compliance and to maintain current records of their risk management efforts, including tracking of the progress and effectiveness of all DB Contract and Project risk mitigation activities from the Design-Builder, third parties, and its own activities.

Refer to the Program Risk Management Plan for more details, which is listed in Appendix F.

### **3.18 Contingency Management Plan**

Contingency Management is a critical element in achieving a successful Program is to account for and effectively manage the potential risks to the Program and the individual Project(s).

At the time of the DB Contract award, the Authority will allocate a contingency amount in the Project's budget to allow for potential increases in the Contract amount due to change orders. This contingency amount will be known as the "Project Allocated Contingency". The PCM will be responsible to track, monitor, manage, and report on the Project Allocated Contingency budget for the duration of the DB Contract.

The PCM will prepare a Project's Draft and Final Contingency Management Plan which describes how the PCM will track, monitor, and report on the Project's Allocated Contingency and the related drawdown utilization. This Plan will establish and maintain a contingency management process that is in conformance with the Authority's Cost Control processes and the Authority's Contingency Management Plan which is listed in Appendix F. This Project's Draft and Final Contingency Management Plan will be submitted by the PCM for review and approval by the Authority.

Any drawdown from the Allocated Project Contingency on each DB contract will be authorized only after a Change Order has been executed for the related work.

If the Allocated Project Contingency amount are trending towards and/or forecasting to be depleted, based on all potential and anticipated Change Orders and the Project-specific Risk Register analyses, the PCM will coordinate with the Authority's Design and Construction Manager, whom may request for the contingency budget to be replenished from the Program's Unallocated Contingency in accordance with the Authority's Contingency Management Plan. The PCM, in coordination with the Authority's Design and Construction Manager, will establish a minimum contingency balance to be maintained at all times, in order for the Authority to determine the need to request additional contingency funds for the remaining Contract duration.





## 4.0 COMMUNICATION, DOCUMENTATION, AND REPORTS

### 4.1 Project Management Information System

All records of communication between each party should be kept in an organized system through a document management system agreed to by the Authority.

PMIS is an integrated web-based project management and document control system used to control and track project documents. PMIS software includes Oracle Primavera Contract Management (CMS), Oracle Primavera-P6, Microsoft Share Point, Bentley Project Wise, IBM Doors, and Environmental Mitigation Management Assessment (EMMA). The Authority and PCM staff, as well as DB Contractors and Consultants, shall develop and transfer documents within the PMIS system, as required. Attachments in .pdf and native file format can also be linked to data within PMIS and are quickly available for staff review, although they are actually electronically stored within PMIS. PMIS also interfaces with the Primavera P6 software used for project controls tracking and scheduling. Within PMIS, there will be limited and controlled access to each software system and individual modules, based on each organization and/or individual needs and the CHSRP's security and controls requirements as determined by the Authority.

All users (entering data and/or upload and download data) require an Oracle Contract Management license to access CMS and the other specified software may require licenses when applicable. Each PCM, Consultant or DB Contractor is responsible for the following:

- Determining the number of staff needing access to CMS and their level of access,
- Obtaining the necessary Oracle Contract Management licenses and
- Providing the license numbers to the PMT Project Controls Manager to implement within the PMIS, and
- Providing the Project Controls Manager with the names of staff assigned those licenses.

Each PCM, Consultant and DB Contractor is also responsible for assigning a staff contact for PMIS coordination, although the Project Controls Manager may coordinate with additional Consultant or DB Contractor staff during implementation.

Documents within PMIS are distributed via PMIS using contacts in the company modules. Recipients receive an e-mail and a .pdf of the attachments. E-mails can be sent to staff in the company module even if they do not have access to PMIS.

#### 4.1.1 Organization of Project Management Information System

PMIS is organized by Contracts (referred to as "Projects" in PMIS terminology). The overall project files and functions are separate from individual DB Contracts. Not all modules will be implemented for each DB Contract. As new DB Contracts are awarded, they will be added to PMIS by the PMT Project Controls Manager or designee.

Refer to the CMS Procedures Manual, which is listed in Appendix F, for more details related to using CMS.



For each DB Contract, PMIS, including CMS, are divided into major module groups, including:

Contract General Information, including the following modules:

- **Companies** - Add contact information, including company and e-mail for overall project or DB Contract participants, including staff without access to PMIS. At the start of the Project, each PCM, Consultant or DB Contractor will provide up to date company information for his or her firm and Subcontractors and Sub-consultants in a pre-formatted “.xls” file. The PMT Project Controls Group will use these files to add contacts to CMS as appropriate.
- **Issues/Potential Changes** - Used to track issues, including potential claims. Once an issue is identified and created, applicable documents can be linked to the issue to provide quick access to the documents. The PCM will be responsible for creation, linking, and maintenance of issues in their Projects(s). An Issue Detail Form and Log are to be used on the Project and are included in Appendix G.

Communication, including the following modules:

- **Correspondence Received** - Used to capture correspondence received and automatically record the time and date the document was entered into CMS, this includes E-mails generated for the Project that are DB Contract specific and relevant to the decision making process.
- **Correspondence Sent** - Used to capture correspondence sent and automatically record the time and date the document was entered into CMS.
- **Letters** - Used to generate and distribute letters. PCM field office staff use the module to generate letters for PCM's or Authority's signature. Letters should not be used in lieu of other communication documents such as transmittals, RFIs, Meeting Minutes, Telephone Notes, Notices, etc. A standard Letter and Transmittal forms and standard Letters Received/Sent Forms and Memorandum Form-(for internal documents only) are to be used on the Project and are included Appendix G.
- **Meeting Minutes** - Used to develop and maintain meeting minutes, including progress and task meetings. The module enables staff to approve minutes and to distribute meeting minutes. The PCM will use this module for preparation of all Meeting Minutes in the Project. A standard Meeting Minutes Form is to be used on the Project and is included in Appendix G.
- **Non-Conformance Reports (NCR)** - This module is used to track non-compliance issues during construction. The PCM shall be responsible for implementation and maintenance of the data in this module and for using the forms and reports to communicate as applicable. A standard Non-Conformance Report form and standard Non-Conformance Report Log form are to be used on the Project and are included in Appendix G.
- **Requests** – Requests for Information (RFI) -Used to develop, process, respond to, and distribute RFIs. The standard Request for Information Form, which is included in Appendix G and will be used on the Project.
- **Safety and Security** – The PCM shall be responsible for implementing the CMS Safety and Security module for monitoring and reporting on Project Safety and Security.
- **Telephone Records** – The PCM shall be responsible for implementation and use of this module to record important telephone conversations.



- **Transmittals** - Used to generate transmittals. The PCM will be responsible for using this module to generate transmittals to the DB Contractor and other entities. A standard Submittal Transmittal Form and Log and standard Transmittals Received/Sent Forms are included in Appendix G and are to be used on the Project.

Contract Information, including the following modules:

- **Change Management** - Used to track the proposal and negotiation phase of change management. The PCM will be responsible for maintaining all data in the Change Management Module. Refer to the Contract Change Order Procedure, listed in Appendix D and the standard Contract Change Orders Forms and Logs are to be used for the Project and included in Appendix G.
- **Change Orders** - Used to create Change Orders to Contracts. Change Orders will be generated in this module by the PMT Project Controls Group. The PCM will be responsible for reviewing and concurring with the information in this module prior to each Change Order being executed. Refer to the Contract Change Order Procedure, listed in Appendix D.
- **Contracts Committed** - Used to track committed Contract Documents and costs. This module will be maintained by the PMT Project Controls Group. The PCM will be allowed to view this module but may be able to edit some data. Refer to the CMS Procedures Manual listed in Appendix F.
- **Cost Worksheet** - Used to compile all costs stored within CMS and create cost control reports.
- **Funding Documents**
- **Notice of Changes** - The PCM will be responsible for verifying that the data in this module are correct and up to date.
- **Payments** - Used to track payments and invoices. The PCM will be responsible for verifying that the data in this module is correct and up to date. Refer to the standard Contractor's Monthly Payment Invoice Documents, which are included in Appendix G, and are to be used for the Project
- **Procurement**
- **Proposals** - The PCM will be responsible for verifying that the data in this module is correct and up to date.
- **Transfers**

Environmental Logs, using the EMMA:

EMMA is a database created to Environmental document compliance. The database allows users to record implementation of compliance through the use of records forms designed specifically for each discipline. The status of each environmental commitment is tracked in EMMA through phases of pre-initiation, in-process, and upon successful completion of each commitment, that the commitment's status is noted as completed in the system. The system allows for various records documenting compliance with commitments and ultimately, the meaningful mitigation of impacts. EMMA also functions as a reference library of environmental commitments. Each commitment may be accessed for review of commitment as well as documents associated with commitments such as permits and reporting programs. This reference library is available to all users. EMMA shall include the following modules:



- **Compliance** - Used to track environmental mitigation and compliance with the environmental requirements/commitments.
- **Permits** - Used to track the original or programmatic permits, modifications to permits, and any new permits that may be acquired by the Authority and the DB Contractor.

Engineering Logs, including the following modules:

- **Drawings** - Used to track the status and control the configuration and revisions to Contract Documents, such as the Contract and Ready for Construction (RFC) Drawings. For the overall Project, this section is used to track the status and control the configuration and revisions for Program-wide Baseline Documents, such as the Project Management Plan and Quality Management Plan. For specific DB Contracts, copies of the current revision of DB Contractor plans, such as the Design Quality Management Plan and Construction Quality Management Plan once accepted by the Authority will be maintained in the Library Section.
- **Review Comments** - Used for Comments and Responses on submittals and other Contract Documents. The module enables staff to make comments, and managers to review and consolidate comments within Project-wide.
- **Submittal Packages** - Used to list submittal packages based on specifications and the Work Breakdown Structure (WBS). The PCM is responsible for implementation and maintenance of all data in this module.
- **Submittals** - Used to process and track all design and construction submittals. The PCM will be responsible for implementation and maintenance of all data in this module. A standard Submittal Transmittal Form and Log is to be used for the Project and included in Appendix G.

Field Logs, including the following modules:

- **Field Engineer's Daily Reports** - Used to generate and track Field Engineer's Daily Reports within CMS. The PCM will be responsible for use of this module to generate Daily Reports. A standard Field Engineer's Daily Report Form is to be used and is included in Appendix G.
- **Materials** - to be used by the PCM in the future to track the Authority purchased materials on DB Contracts.
- **Quality** - Used to generate and track Non-Conformance Reports within CMS including Quality and Safety Observation reports. Audit Reports are also maintained in this module.
- **Training** - The PCM will provide training and support to the DB Contractor's staff and Authority's staff on any applicable Project management software systems, as needed.

## 4.2 Document Control System

The PCM will be responsible for maintaining the Project document control system (at each Project office) in accordance with the Authority's document filing structure. The document control system will include but may not be limited to the following information in the below sections.



### 4.3 Correspondence

All aspects of contract administration will be substantiated by the Authority's Record Management Policy and the records classifications that include RFIs, correspondence, transmittals, and written notes. The PCM will be responsible for documenting important communications with written notes covering conferences, e-mails, telephone calls, and discussions. These notes will include the Contract number, date, location, parties involved, and important aspects discussed. All important verbal communication will also be confirmed by letter from the PCM. All communication documents will be generated by CMS when an applicable module is available.

In general, all documents will be filed under the relevant file number. It may be beneficial for tracking and retrieval purposes for additional copies to be filed in additional relevant files. For instance, copies of a letter from the DB Contractor regarding a change order will be filed under Correspondence received from the DB Contractor and in the relevant Change Order file. The correspondence file can be used as a "reading file" that can provide copies of documents to other files if they are lost.

PCM will maintain hard copy files of the following original documents (but may not be limited to those only) in the Project office files:

- Letters to and from the DB Contractor and other third parties
- Submittals received from DB Contractor
- DB Contractor's RFIs
- RFC drawings-Full size
- Other signed Agreements between the Authority and DB Contractor

#### 4.3.1 Letters, Transmittals, and Memorandums

As the on-site representative of the Authority, the PCM shall be responsible for all written communications with the DB Contractor. Therefore, the PCM will prepare and sign correspondence to the DB Contractor (with consultation/concurrence with the Authority), as well as to other parties regarding the DB Contract, except that the Authority will sign all letters related to changes, cost, schedule, directives and stop work orders. The PCM may sign letters for stop work orders in matters of immediate safety violations, i.e.-imminent danger conditions.

Correspondence and other forms of communication between the PCM and the DB Contractor constitute key documentation for each DB Contract. It is important that such correspondence be properly identified, uniform in format, clear and concise. All such communication is to be kept in CMS Letters module using the Contract Letter Template. For all communication sent to the DB Contractor, each shall include the following;

- Addressed to the proper parties, generally the responsible senior person, in block format
- Consecutive serial numbers to include assigned documented numbers from the "Outgoing" correspondence logs.
- The Subject to include the DB Contract Number, Contract Title, and subject description.
- File copies shall to be prepared for the appropriate subject file, the chronological reading file, and originator's file.



In addition to letters, the PCM's outgoing correspondence may include transmittals and inter-office memorandums. All transmittals are to be created as part of the CMS communication system in the Transmittal module. Transmittals are used to send items not tracked in other modules of CMS to the DB Contractor or Consultant. Inter-office memorandums are to be used only for the Authority's internal correspondence and are not to be provided for external use, such as to the DB Contractor or a subcontractor. Refer to the sample letters, transmittals and inter-office memorandums forms included in individual CMS modules and in [Appendix G](#). The Authority may modify their correspondence formats and all Authority staff and their consultants shall use the latest format versions when preparing and sending all correspondence to others on behalf of the Authority.

Refer to the Authority's [Style & Branding Guide](#), which is listed in [Appendix F](#) for more details related to the preparation of all correspondence and documentation on each Project.

#### **4.3.2 Telephone Conversation and Email Correspondence**

The PCM will use CMS to create records of all significant telephone conversations pertinent to the DB Contract. These conversation records will be summarized in the English language.

All email pertinent to the Project will be saved and attached in Share Point, and will be logged into Correspondence Received.

### **4.4 Construction Documentation**

The PCM is responsible for accumulating accurate and detailed documentation in support of the construction activities throughout the duration of the DB Contract. The following sections provide guidelines to help the PCM in preparing the proper contract documentation. It is understood that the PCM is not providing 100 percent coverage of all work being performed by the DB Contractor, but shall strive for a representative cross-section coverage of the field work and reporting on the most critical elements of the DB Contract.

#### **4.4.1 Field Notebooks and Field Engineer Daily Reports**

PCM field engineers (FE) may use bound field notebooks to accumulate information and data in the field. Survey type field notebooks are preferred for this purpose. Ultimately, the information recorded in these notebooks is utilized to prepare the Field Engineer's Daily Report and other reports; therefore, the notes must be recorded neatly, dated, signed, and in sufficient detail. PCM staff shall record only factual information and observations and must not include any hearsay or opinions. These field notebooks will be retained by the PCM and included as part of the Project record files. As an alternative, the FEs may use an electronic field notebook or laptop to record all field notes and prepare the FE Daily Reports, etc., if available. Furthermore, the PCM is encouraged to take daily photographs and/or videotaping of the site work activities along with any special site conditions encountered or observed, such as differing site conditions, changed conditions, safety or quality issues, etc., which will be included in the Project records, as needed.

The primary purpose of these FE Daily Reports is to provide a chronological history of events that occurred during the construction period. These reports will be considered as documents of record in possible future claim hearings or court cases, if needed. Further details for the



requirements of these reports are described below and are also to be specified in the PCM Contract Management Manual.

Each PCM field engineer (FE) will prepare a report of activities under his/her oversight responsibility each day, using the Field Engineer's Daily Report Form in CMS and is included in Appendix G. This document must be prepared daily and due at COB for each day that it covers. This Daily Report is the primary historical record of the field work on the Project. It shall track the progress of a Project, account for work included on payment invoices, and guard against DB Contractor claims and disputes. The Daily Report is completely filled out for every Contract calendar day worked by the PCM's field staff. The Daily Report must include, but may not be limited to, the following information by shift:

1. Weather Conditions
2. Contract Day and Time
3. Stationing and/or Location Description
4. Labor/Equipment/Materials Description
5. Daily Construction Progress related to Payment Milestones
6. Name of DB Contractor/Subcontractor performing Work
7. Change Order Work Progress (including Time and Material items)
8. Document all delays and any work related to DB Contractor's requests for change
9. Tailgate meetings or other safety meetings held during each work shift
10. Accidents/Incidents
11. Safety Violations
12. Identify Unsatisfactory Work
13. Tests performed by DB Contractor or PCM as observed
14. Summary of Field Discussions with DB Contractor's personnel or others
15. Visitors to Site
16. Requests from DB Contractor
17. Identify new Work Started
18. Identify Work Completed
19. Progress Photos Taken
20. Communication with Relevant Third Parties, Agencies, etc.

It is the responsibility of the PCM or designee to verify that each FE makes a complete and accurate daily report of the work and all pertinent conditions. Each FE Daily Report shall be reviewed and signed by the PCM Design-Build Oversight Manager or designee on a daily basis and then uploaded into CMS.

Additional information regarding PCM Quality Assurance responsibilities are provided in Section 8.0, Quality Management. A standard Field Engineer's Daily Report Form is to be used in CMS and is included in Appendix G.



#### 4.4.2 Project & Construction Management Consultant's Daily Diary

The PCM shall maintain a Daily Diary in order to keep track of details of the work not covered by routine reports and permit the PCM to recall them after some time has elapsed. The Daily Diary will contain a record of important items, issues, and routine matters when circumstances are unusual that may have a potential impact/bearing on the work progress, outcome or any other condition in the DB Contract. Important verbal discussions and/or agreements or disagreements should be recorded to support the Authority's position.

The Daily Diary should include a brief description of the work performed, especially critical path work, and should be recorded so that the daily events can be related to the progress of construction. In addition, the following types of items should be included in detail:

- Occurrences which involve present or potential differences with the DB Contractor
- The scope of DB Contract
- Responsibilities for performing particular work
- Questions involving payment of work, etc.
- Particular care should be taken to record and preserve information and evidence with respect to any matter that may become a basis for a claim.

A standardized Daily Diary book (bound volume) which is typically used for construction record keeping with pre-printed pages for each calendar day should be used by the PCM.

#### 4.5 Progress Photographs

When required by Contract Documents, the DB Contractor shall record and submit digital images/video clips/photographs/aerial photographs reflecting one set of monthly progress, include photographs of all mitigation areas/sites and related activities, until the completion of work. The PCM will select the number and location of views to be taken and confirm that each photograph has a proper title block as well as an adequate description, including date, time, and direction of the view. Where practical, at least one overview photograph should be taken from the same location each month to show the DB Contractor's work progress. One set of monthly progress photographs are to be retained in the PCM's office unless the Authority requests the photographs to be distributed otherwise.

In addition to the DB Contractor-supplied progress photographs, the PCM will obtain additional photographs depicting:

- Any work progress overlooked in DB Contractor-supplied photographs
- Accidents or damages
- Unsafe hazardous working conditions
- Unusual construction techniques
- Areas or activities where claims and/or changes are anticipated, including equipment and nameplates of equipment that may be used for changed work.

The PCM will prepare a Photograph Log of all Progress photographs and any other project photograph stored in SharePoint (SP) for easy tracking and retrieval as needed. Each



photograph will use the standard title and description format as shown on the standard Photograph Form included in Appendix G.

#### **4.5.1 Pre-Construction Digital Images/Video Clips/Photographs**

Prior to the start of the DB Contract construction work, the PCM will take pre-construction survey photographs of the entire site (as authorized by the Authority), or verify that the DB Contractor has taken them as per the DB Contract requirements, of the entire site, including all on-site environmental mitigation areas/sites, and adjacent properties to document the existing conditions. Where the DB Contract includes existing facilities or structures adjacent to the work site that may be damaged by the construction operations, it may be necessary to use a video camera to provide a detailed visual record of existing conditions.

When conducting the pre-construction survey, the PCM shall verify that the site coverage includes (but may not be limited to) the following:

- Cover the entire work site thoroughly. Photographs and videos can become crucial to the equitable resolution of future claims and disputes with the DB Contractor or adjacent property owners.
- Pay particular attention to structures and residences, both on and adjacent to the site. If possible, take photographs of each wall then locate and measure any cracks or signs of existing damage in the walls and foundations of the buildings.
- Mark all photographs with the date and time taken and a description that clearly identifies the location, circumstances, and existing conditions, if appropriate.
- Include a soundtrack with all videos to identify the date, time, place and special circumstances, if any.
- Use the pre-construction photographs to help determine the location and views for future progress photos.
- Take more photographs than is considered necessary to cover the DB Contract. The most unlikely areas often present the biggest problems at the end of the DB Contract.
- Maintain a photographic record of the conditions of the work site, from pre-construction through the completion of the DB Contract.

#### **4.6 Project & Construction Management Consultant's Monthly Project Status Reports**

The PCM shall prepare and submit a Monthly Compliance Status Report and supporting data to the Authority's Design and Construction Manager and the PMT Project Controls Manager no later than the tenth working day of each month following the report period. This report shall include an assessment of the level to which the DB Contractor is in compliance to the engineering standards, schedule compliance, quality of materials and work, safety and security, any other contractual related issues from the prior month and significant work anticipated in the coming month. The report shall also, include a summary of the Project's financial status.



The PCM shall include a supplemental narrative with the reports identifying any potential issues that may impact or conflict with any of the Project progress. The types of subjects to be addressed in the monthly report may include (but not limited to) the following:

1. General Summary
2. Project Key Dates
3. Safety and Security
4. Environmental compliance and Permits status
5. Technical/Design status
6. Verification, Validation & Self-Certification
7. Third Party and Utility Agreements status
8. Schedule status including contract milestones, current CPM schedule, the CPMs forecast, and actual milestones assessment
9. Physical percent complete assessment/ Contractor efficiency
10. Monthly progress chart
11. Field construction Activities and Photographs
12. Schedule and recovery, if required
13. Project Financial status
14. Risk assessment
15. ROW and DB Contractor site access
16. Summary Status of Authority Directed Changes/Contractor's Change Notices/Executed Change Orders
17. Claims and Disputes
18. Significant Correspondence status
19. Partnering activities
20. Labor and Small Business Compliance
21. Public Involvement/Outreach and issues
22. List of open issues
23. Miscellaneous items

The PCM Monthly Compliance Status Report shall include a Monthly Progress Chart showing the cumulative expected percent complete over the duration of the DB Contract against which is plotted the cumulative actual percent complete. The chart shall be maintained monthly using data from the Contractor's approved Baseline Schedule.



In addition, the PCM will submit a Monthly Status Report with Key Performance Indicators by the 20<sup>th</sup> of each month to the Authority's Deputy Program Manager, Director of Design and Construction and the Design and Construction Manager. The report will provide a short summary of the project progress from the end of the previous month through the end of the current reporting month, which will include the following:

- Contractual Milestones
- Project Financial Status
- Scheduled Activities for the next six months
- Key Project Topics
- Key Work Accomplished
- Pending Changes
- Performance Metrics on Safety, Cost, Schedule, Quality, and Economic Benefits

Refer to Appendix G for sample reporting formats for the PCM's Monthly Project Status Report-sample and the Monthly Status Report with Key Indicators-sample.





## 5.0 DESIGN-BUILD CONTRACT SUBMITTALS

### 5.1 General

DB Contract Submittals are any design or construction related deliverable provided by the DB Contractor for the Authority's review or information as required by the Contract Documents. Submittals typically, include the following:

1. Design drawings with environmental compliance reports
2. Construction drawings and specifications
3. Design reports
4. Management plans and procedures
5. Schedules
6. Training records
7. Data sheets
8. Shop drawings
9. As-built drawings
10. Product data
11. Catalog cuts
12. Manufacturer's standard drawings and details
13. Fabricator's detailing
14. Working drawings
15. Samples
16. Other reports
17. Equipment performance characteristics
18. Other items as specified in the contract documents
19. Design Changes

Where required for submission, working or shop drawings shall be provided by the DB Contractor to indicate means and methods of construction and design, and describe temporary work including sheeting, shoring, underpinning, cofferdams, and temporary construction loads.

Samples shall be provided by the DB Contractor to indicate conformance with descriptions of finishes or to provide a selection for the final choice of the designer.

All contract submittals will be processed by the PCM. All submittals received in Portable Document Format (PDF) from the DB Contractor shall be in a searchable format via optical character recognition (OCR) as specified in the DB Contract Documents for full editing and search capacities of these deliverables in the future.



There are three main types of required DB Contractor submittals to be submitted to the PCM and the Authority as follows:

- Technical Contract Submittals for design and construction work shall be independently reviewed and certified by the DB Contractor's Quality Manager that the submittal is complete and in full compliance with the contract requirements and when required by the DB Contract, the Contractor's Independent Checking Engineer/Independent Site Engineer (ICE/ISE) shall independently conduct its assessment and evaluation such that the ICE/ISE shall certify to the Authority and to the DB Contractor that the final design and construction satisfies the contract requirements in accordance with the Verification, Validation and Self-Certification requirements (V & V/SC) prior to being submitted to the PCM. These submittals shall be reviewed by the PCM (and the Authority and PMT when applicable) and are subject to Statement of No Objection (SONO). When the Authority confirms that the submittal will be issued a SONO, the PCM will return it with a "SONO" review status to the DB Contractor. Refer to [Section 6.0, Verification, Validation, and Self-Certification](#) and related [Submittal Review-Technical Contract Submittals Flowcharts](#) included in [Appendix E](#) for more details of the related submittal review process and responsibilities.

If the ICE is hired by the PCM, then the PCM's ICE shall provide a full independent check, calculations, and certifications of the Technical Contract Submittals on behalf of the Authority as described in the applicable PCM's Contract after the submittal has been submitted by the DB Contractor.

- Other Technical and Non-Technical Contract submittals, such as the Baseline Design Report, Baseline Schedule and Ready for Construction (RFC) drawings, Monthly Payment Invoices, and Safety/Security Certificate of conformance packages, which require Approval by the Authority, shall be submitted to the PCM and the PCM will forward each submittal to the Authority for review and approval. Upon the Authority's approval, the PCM will return the submittal with the "approval" review status to the DB Contractor. Refer to the [Submittal Review-Technical Contract Submittals](#) or the [Submittal Review-Other Technical and Non-Technical Contract Submittals \(Requires Approval\) Flowcharts](#) included in [Appendix E](#) for more details of the review process.
- For Contractor submittals required to be submitted for information, such as Monthly Reports for Safety/Security compliance, and Environmental compliance, these submittals shall be reviewed by the PCM, Authority and PMT and these reviewers may or may not forward any comments to the PCM to transmit to the DB Contractor. Refer to the [Submittal Review-Information Flowchart](#) included in [Appendix E](#) for more details.

All contract submittals shall be submitted and processed through Contract Management System (CMS), which is described in the following subsections.

The DB Contractor is required to prepare and submit a complete list of all required contract submittals. The PCM shall use this document to manage the review program for all submittals, including design submittals, construction submittals, shop and working drawings, catalog cuts, samples, management plans, etc. This submittal list shall include a description of the scope of work for each submittal and keyed to the applicable Specification sections.

For Design-Build Contracts, many traditional construction phase submittals (shop drawings, product data, construction support and sequences, etc.) will be reviewed and approved by the Contractor's Designer of Record while final design development, safety, quality, environmental and other technical submittals will require review by the Authority and PMT. In addition, when specified in the Contract Documents construction phase submittals to be submitted for review



by the Authority, these submittals shall be checked by the PCM to confirm that they are appropriate for further review by the Authority and PMT. Refer to the Technical Contract Submittal List and V & V requirements in the Contract Documents for further details.

Furthermore, at the beginning of the DB Contract, the PCM shall prepare a separate list of the required contract submittals as specified in the Contract Documents, which can be compared to the Contract Data Requirements List (CDRL) provided by the PMT and the Contractor's Submittal list. A final CDRL will be agreed to between the D/Contractor and the PCM and then the PCM will maintain and update the CDRL throughout the DB Contract as required. This CDRL may be used by the PCM to review/check and verify that the DB Contractor's required contract submittals list (when submitted as required in the contract documents) is complete and accurate.

All submittals shall be tracked using the CMS module for submittals. The PCM shall be responsible for verifying the data in the module is filled-out and updated as items are reviewed.

## 5.2 Receipt of Submittals

The PCM will review the DB Contractor submittals for completeness prior to further review by the ICE/ISE, PMT, and Authority, (as applicable) which shall include (but may not be limited to) the following requirements:

- Each submittal shall be accompanied by a DB Contractor's transmittal, which is to be numbered consecutively. The DB Contractor's transmittal shall clearly and completely describe any variation from the contract requirements. It should also note any variations on the drawings, if applicable. This will reduce any confusion in the event that the submittal and transmittal letter are separated in transfer. The DB Contractor's transmittal shall include the date, Contract number, control number, specification reference, number of copies, and a description of the submittal.
- Each submittal shall include a signed certification letter by the DB Contractor's Quality Manager verifying that each submittal is complete and in full compliance with the contract requirements.
- All DB Contractor's shop and working drawings submitted for Approval/SONO shall bear the DB Contractor's stamp of approval as evidence of checking and coordination with the work of all trades involved. In addition, the DB Contractor's shop/working drawings and calculations shall bear the seal of a Professional Engineer or Architect, registered in the State of California.

## 5.3 Processing Submittals by the Project & Construction Management Consultant

Upon initial review of the DB Contractor's submittal as indicated in the above section, the PCM shall perform an "administrative check" including the following:

- Confirm that the submittal is complete-checking against the submittal list and verifying each submittal has been submitted for Approval, SONO or information as specified in the Contract Documents. In addition, each submittal shall have an assigned control number by using the specification number and a unique control number.
- Record the submittal information in the Submittal Log for tracking purposes



- Review the submittal for “administrative completeness” and general conformance with the contract requirements and, if satisfied, PCM shall forward the submittal package with their review comments and the DB Contractor’s submittal to the lead reviewer and other reviewers as needed via CMS
- Depending on the type of contract submittal, the PCM may refer to Section 6.3, Project & Construction Management Consultant’s Oversight Responsibilities and in other applicable Contract Documents including in the V & V/Self-Certification requirements, in the Scope of Work, and in the Standard Specifications for additional administrative checks requirements to be performed by the PCM

When the DB Contract Specifications require the DB Contractor to submit shop drawings, material samples, material sources, test procedures and construction procedures to the Authority, the PCM shall process the submittal in accordance with the Technical Contract Submittals review process, unless specified otherwise in the Contract Documents.

#### **5.4 Distribution of Reviewed Submittals**

Upon review, when a review disposition of “SONO” or “SONO with comments” or “Approved” or “Approved with comments” is issued and re-submittal is not required, the PCM will retain an electronic copy of the submittal documents within CMS. The PCM will record and track all review comments returned to the DB Contractor and record when and how each one was closed out.

For submittals impacted by third parties and any other agencies, the DB Contractor will transmit to the PCM, a copy of each Submittal that was sent to each third party and/or agency. The PCM will verify that all utility companies, local or state agencies, and any other third parties involved with the Project have had an opportunity to review and comment on the submittal.

#### **5.5 Submittal Logs**

The PCM will prepare and maintain the Submittal Log as described in Section 4.0, Communication, Documentation, and Reports in CMS, which will include the following:

- Incoming submittals from DB Contractor (Received)
- Internal submittals to the Authority, PCM, and PMT (Sent)
- Internal submittals from the Authority, PCM and PMT (Return)
- Outgoing submittals to the DB Contractor (Forward)

The PCM will prepare and maintain this log to confirm that the processing of the submittals, including agency and other third party submittals, is in accordance with the contract requirements and the reviews by the Authority and the PMT are efficient and timely so as not to adversely impact the DB Contractor’s operations. The CMS database will generate a report of all outstanding submittals. This will be discussed and updated at the DB Contractor coordination/progress meetings. Submittal Logs between the PCM and the DB Contractor shall be conformed at least weekly. The DB Contractor is required to prepare and submit a complete list of all required contract submittals. The PCM shall use this document to manage the review program for all submittals, including design submittals, construction submittals, shop and working drawings, catalog cuts, samples, management plans, etc. This submittal list shall



include a description of the scope of work for each submittal keyed to the applicable Specification sections.

Refer to the standard Submittal Log which is included in Appendix G and is to be used on the Project.

## 5.6 Temporary Support Design and Other Drawings

All temporary support design drawings, working drawings and shop drawings submittals shall be certified by the DB Contractor and when required by the DB Contract, shall be independently reviewed and certified by the DB Contractor's Designer of Record or ICE/ISE as applicable in the V & V requirements or other DB Contract Documents. In addition, if required by the DB Contract or as requested by the Authority, the DB Contractor's temporary support design drawings may be submitted to the PCM or to the PCM's ICE/ISE (when applicable), for their project level due diligence review (similarly to the other technical contract submittals). This due diligence check will confirm that the basic design is in accordance with the established design criteria and that the assumptions used are valid and recommendations of soil reports have been considered, among other factors. If satisfactory, the PCM will issue a SONO to the DB Contractor. If unsatisfactory, a Statement of Objection with comments (SOO) may be issued for the PCM to return to the DB Contractor.

Other Temporary Works design submittals, as specified in the Standard and Special Specifications, may be submitted to the PCM for information only and for PCM use in the field monitoring activities.

## 5.7 Utility/Third Party Drawings

All utility/third party facility design submittals will be reviewed and SONO only if they are located within the Authority's Right of Way (ROW) as specified on the ROW drawings. Most Ready for Construction (RFC) drawings require the utility or other third party approvals prior to issuance of a work permit and approvals of DB Contractor's shop drawings and material submittals are, typically required by the utility or third party prior to construction. Therefore, the DB Contractor's RFC and shop drawings shall provide sufficient information to obtain these utility/third party approvals. Upon obtaining these approvals and full compliance with V & V/Self Certification requirements, the DB Contractor shall transmit each submittal to the PCM for review by the PCM and the Authority, similar to other Technical Contract Submittals.

As the design advances for the utility/third party relocations/work, the DB Contractor shall transmit/submit the submittals to the third party entities directly (as part of the DB Contractor's coordination requirements). Also, the DB Contractor will submit these submittals to the PCM and the PCM will track the review process/durations of each submittal to avoid potential delay claims caused by any third parties. The third party agreements may vary depending on the terms of the cooperative agreement between the Authority and the third party. The PCM will be familiar with each third party agreement and the scope of each task order. Refer to Section 7.0, Interface Management and Coordination for more details of these requirements.

The Contract Documents may include the construction of new or additional work to systems, which are or will become the property of utilities or public agencies. The drawings and documents associated with this work may not be maintained in the same manner as those of facilities to be owned and operated by the Authority; therefore, different procedures for submittal and maintenance of As-Built drawings may be followed as required by each specific utility



service. The PCM should remind the DB Contractor that at any time after acceptance of the installation and prior to DB Contract close-out, record drawings of utilities construction should be forwarded to the applicable future owner by transmittal letter, with a copy to the PCM, which is typically required by the conditions of the construction permits issued by the respective utility owners.

DB Contractor submittals for utility/third party construction activities shall receive approval by the agency that will assume ownership upon completion. DB Contractor submittals concerning these facilities (within the ROW) shall be processed as all other submittals except each of these submittals shall be forwarded directly by transmittal letter to the utility company/agency from the DB Contractor for review and approval.

When the reviewed submittal is returned by the Utility company/agency with the review stamp "Approved for Construction" and signed, the DB Contractor shall transmit each approved submittal to the PCM as specified in the Contract Documents. However, in many cases, the third party agreements may not require a stamp of Approval from the Third party. Therefore, no response will act as an approval as provided for in the specific agreement. The PCM will coordinate with the DB Contractor and each third party as needed to monitor and verify that these submittals are reviewed and approved in a timely manner. If not, the PCM shall notify the Authority for direction and/or further actions to be taken to resolve any issues, etc. to facilitate the work progress and submittal approvals. Refer to the Submittal Review-Third Parties Flowcharts included in Appendix E for more details.

## 5.8 Design Changes/Variations

For any design changes/variances requests, identified by the DB Contractor during the development of final design, the DB Contractor is expected to follow the requirements of the Design Variance Request Process procedure, as specified in the DB Contract Documents (in Book 3), to verify proper management of all deviations from the prescribed design criteria. In addition, the design changes/variances will be reviewed by the Authority's environmental staff for consistency with the approved environmental documents. Any design that is not consistent with the Project, as approved in the ROD, will require additional environmental review and documentation (consistent with NEPA and CEQA guidance and regulations), including the necessary justification to the FRA. The DB Contractor will submit the required environmental compliance reports, any required supplemental documentation and justification for the FRA's and the Authority's review.

Those changes that are minor in nature and do not require circulation will be documented on a memo to file, which will be copied to the FRA for concurrence and the design process will continue. Those changes, which require a supplemental EIR/S, require FRA's review and concurrence prior to implementation.

Also, refer to the Design Variance Internal Procedure for more details related to this review process, which is listed in Appendix D. The standard Design Variance Request Form is included in Appendix G and will be used on the Project.



## 6.0 VERIFICATION, VALIDATION, AND SELF-CERTIFICATION

The Verification and Validation and Self-Certification by the DB Contractor (V&V/SC) and the Independent Verification and Validation (IV&V) performed by the ICE/ISE is a critical component of the overall California High-Speed Rail Program delivery for the Project. The V&V/SC and IV&V processes will demonstrate by objective evidence that each of the DB Contractor's Technical Contract Submittals complies with all of the Technical and Contractual requirements as specified in the Contract Documents. This section outlines the main responsibilities and duties of the key parties and their activities during the V&V/SC and IV&V review process as required in the Contract Documents.

All Technical Contract Submittals shall be reviewed through the V&V/SC and IV&V processes which includes (but may not be limited to) the following types of submittals:

- Preliminary and Final Baseline Design Reports
- 60 percent Design, 90 percent Design and specifications any other Design Submittals
- Ready for Construction (RFC) drawings
- Construction-related Submittals
- Inspection Test Plans, procedures, and reports
- Shop and Working drawings
- Materials and Products
- Test/Acceptance Plans, procedures and reports
- Design changes/Variations
- As-built drawings and specifications

### 6.1 Design-Build Contractor's Technical Submittal Responsibilities

The DB Contractor shall develop and submit their Draft and Final V&V Plan to the PCM for review and SONO by the Authority or designee as specified in the Contract Documents. The V&V Plan shall describe how the DB Contractor will meet each Technical requirement throughout the final design, construction and testing phases of the Contract. This Plan shall obtain a SONO from the Authority prior to the DB Contractor submitting any Technical Contract submittals to the PCM.

The DB Contractor is required to completely review, perform QC/QA checks, and self-certify each Technical Contract submittal for compliance with all Technical and Contractual requirements and fitness for purpose. In addition, the DB Contractor's Quality Manager will perform an independent review of each Contract submittal and shall verify that each submittal is complete and in full compliance with the Contract requirements. The Quality Manager shall provide a signed certification letter attesting to this verification, which is required to be included with each submittal. (This certification is separate and independent of the V&V/SC process by the DB Contractor.)



The DB Contractor will provide the following documents to be included with each technical submittal at the completion of the V&V/SC process:

- DB Contractor's Technical Contract Submittal
- Requirements Verification and Traceability Matrix (RVTM)
- Certifiable Items List (CIL)
- Verification and Validation reports
- Quality Manager's certification letter

The DB Contractor will submit each Technical Contract submittal and the above listed documents to their ICE/ISE for their IV&V review, assessment and evaluation, when required in the DB Contract Documents.

## **6.2 Independent Checking Engineer/Independent Site Engineer Review Responsibilities**

### **A. For Contracts where the ICE/ISE is contracted by the DB Contractor, the following shall apply;**

The DB Contractor is responsible to retain the services of a qualified ICE/ISE consulting firm to perform the independent verification and validation for the duration of the Contract. The ICE/ISE shall directly report to both, the Authority's representative and a senior management or similar level of the DB Contractor's organization, which is not directly responsible for the engineering/design, construction, or testing activities.

The ICE/ISE shall prepare and submit a Draft and Final Assessment Plan (AP) to the PCM for review and SONO by the Authority in accordance with the DB Contract Documents. The AP shall describe the ICE/ISE's deliverables and activities to be performed in their IV&V checks and evaluations, etc. for each Technical Contract submittal. In addition, a responsibilities assignment matrix, tools and methods used, stakeholder coordination efforts and metrics used to measure and report progress will be included in the AP. This Plan shall receive a SONO by the Authority prior to the DB Contractor submitting any Technical submittals to the PCM.

The ICE/ISE will perform a full independent review, assessment and evaluation of each Technical Contract submittal from the DB Contractor to determine if the final design and construction work is in compliance with the Technical and contractual requirements. The ICE/ISE checks shall include (but may not be limited to) the following:

- Section references provided in the RVTM and CIL demonstrate compliance to the Technical Contract Requirements (TCR) and the DB Contractor's Quality Manual (CQM)
- Derived and apportioned requirements conform to the Technical Contract Requirements
- All Final Design submittal documents including drawings and specifications, reports, analyses, etc. conform to the TCR and CQM
- RFC drawings and specifications confirm to the final design drawings and specifications
- All construction items conform to the RFC drawings and specifications
- As-built drawings and specifications conform to the construction items



- Inspection Test Plans, procedures, and reports comply with the TCR
- Test and Acceptance Plans, procedures, and reports comply with the TCR
- Design Changes/Variance

The ICE shall perform independent structural analytical calculations for 100 percent of the Contract structural members to verify structural adequacy and integrity. The ICE shall sign and seal their independent structural calculations.

Upon completion of the ICE/ISE's assessment and evaluation of each submittal, the ICE/ISE will issue an assessment report to the PCM and to the DB Contractor via CMS. Furthermore, if the submittal complies with the Contract Documents, the ICE/ISE will issue a written certification directly to both, the PCM and the DB Contractor that the final design and/or construction complies with the Contract requirements. The ICE/ISE shall provide the following deliverables for each Technical Contract submittal:

- Assessment Report
- Compliance Certificate (when applicable)
- Independent Structural calculations with California Professional Engineer's signature and seal for structural design elements

If the ICE/ISE cannot certify the submittal, it will be returned to the DB Contractor with the ICE/ISE's assessment report and their review comments, which must be fully addressed and resolved by the DB Contractor prior to resubmitting it to the ICE/ISE. In addition, the ICE/ISE shall submit the assessment report with their review comments to the PCM for the Authority's information and use.

The ICE/ISE is responsible to check and verify that the design and construction elements comply with the Contract requirements, including the Reliability, Availability, Maintainability, and Safety Program requirements as specified in the DB Contract.

The ICE/ISE shall submit the Monthly Progress and Status Reports and the Quarterly Progress and Status Reports as specified in the DB Contract Documents to the PCM for the Authority's review and comments.

**B. For Contracts where the ICE/ISE is contracted by the PCM, the following shall apply:**

The PCM is responsible to retain the services of a qualified ICE/ISE consulting firm to perform the independent verification and validation for the duration of the Contract. The ICE/ISE shall directly report to both, the PCM's Design-Build Oversight Manager and the Authority's Design and Construction Manager.

The ICE/ISE shall prepare and submit an ICE/ISE Management Plan (MP) to the PCM for review and approval by the Authority in accordance with the PCM Contract requirements. The MP shall describe the ICE/ISE's deliverables and activities to be performed in their IV&V checks and evaluations, etc. for each Technical Contract submittal. In addition, a responsibilities assignment matrix, tools and methods used, stakeholder coordination efforts and metrics used to measure and report progress will be included in the MP. The MP shall obtain an approval from the Authority prior to performing any technical review of any of the DB Contractor's submittals.



The ICE/ISE will perform a full independent check, assessment and evaluation of each Technical Contract submittal from the DB Contractor to determine if the final design and construction work is in compliance with the Technical and contractual requirements. The ICE/ISE checks shall include (but may not be limited to) the following:

- Section references provided in the RVTM and CIL demonstrate compliance to the Technical Contract Requirements (TCR) and the DB Contractor's Quality Manual (CQM)
- Derived and apportioned requirements conform to the Technical Contract Requirements
- All Final Design submittal documents including drawings and specifications, reports, analyses, etc. conform to the TCR and CQM
- RFC drawings and specifications confirm to the final design drawings and specifications
- All construction items conform to the RFC drawings and specifications
- As-built drawings and specifications conform to the construction items
- Inspection Test Plans, procedures, and reports comply with the TCR
- Test and Acceptance Plans, procedures, and reports comply with the TCR
- Changes and Design Variances

Furthermore, the ICE shall perform independent analytical design checks and shall use separate calculations (without reference to DB's calculations) to establish the structural adequacy and integrity of all structural members as specified in the PCM Contract Documents. The ICE shall sign and seal all independent structural calculations prior to their submission to the Authority.

Upon completion of the ICE/ISE's assessment and evaluation of each submittal, the ICE/ISE will issue an Assessment Report to the PCM and the Authority for internal use only via CMS. In addition, if the submittal fully complies with the DB Contract and final design requirements, the ICE/ISE will issue a written Certification of Compliance to both, the PCM and the Authority that the final design and/or construction complies with the Contract requirements. Each Certification of Compliance shall be signed and sealed by a Professional Engineer registered in the State of California.

The ICE/ISE shall provide the following deliverables for each Technical Contract submittal:

- Assessment Report and their review comments
- Compliance Certificate (when applicable)
- Independent Structural calculations with California Professional Engineer's signature and seal for structural design elements

When the ICE/ISE issues their certification documents to the Authority, the Authority may advise the PCM to issue a SONO for the submittal to the DB Contractor.

If the ICE/ISE cannot certify the submittal, the submittal will be returned to the DB Contractor via the PCM transmittal, with the ICE/ISE's review comments. All review comments must be addressed and resolved by the DB Contractor prior to resubmitting it to the PCM. Furthermore, the ICE/ISE's assessment report shall not be provided to the DB Contractor except if agreed to by the Authority's Design and Construction Manager or designee.



The ICE/ISE is responsible to check and verify that the design and construction elements comply with the Contract requirements, including the Reliability, Availability, Maintainability, and Safety Program requirements as specified in the DB Contract.

The ICE/ISE shall be responsible to perform its review, assessment and evaluation such that the ISE can certify that the construction is in compliance with the TCR and final design.

The ISE's activities will include, but may not be limited to, the following:

- Witness of inspections and check inspections
- Witness of testing/acceptance and check testing/acceptance reports
- Independent material sampling as deemed necessary to certify compliance (Statistical Sampling and Testing Program to be developed in compliance with the Authority's Sampling and Testing Program to support the certification of construction)

Upon completion of the ISE's assessment and evaluation of the portion of completed construction work for certification, the ISE will issue an Assessment Report to the PCM and the Authority for internal use only via CMS. In addition, if the submittal fully complies with the DB Contract and final design requirements, the ISE will issue a written Certification of Compliance to both, the PCM and the Authority, to certify that the construction complies with the Contract requirements. Each Certification of Compliance shall be signed and sealed by a Professional Engineer registered in the State of California.

If the ISE cannot certify the completed construction work, the ISE's review/assessment comments may be returned to the DB Contractor via the PCM transmittal, for the DB Contractor's remedial actions. In addition, the ICE/ISE's assessment report shall not be provided to the DB Contractor except if agreed to by the Authority's Design and Construction Manager.

The ICE/ISE shall prepare and submit the Monthly Progress and Status Reports and the Quarterly Progress and Status Reports as specified in the PCM Contract Documents to the Authority and the PCM for their review and comments.

### **6.3 Project & Construction Management Consultant's Oversight Responsibilities**

#### **A. For Contracts where the ICE/ISE is contracted by the DB, the following shall apply:**

After the DB Contractor's ICE/ISE has certified the Technical Contract submittal, the DB Contractor will submit the submittal package to the PCM, including the following:

1. RM Tool Database Copy
2. RVTM-Technical Contract Requirements
3. CIL-Critical Items
4. V&V Report
5. DB Contractor Self-Certification
6. Quality Manager's Certification Letter



## 7. ICE/ISE Assessment Report and IV&V Certification

The PCM will log and track each submittal upon receipt from the DB Contractor. The PCM will be responsible to perform an administrative check and audit of each submittal and a project level technical due diligence check on behalf of the Authority.

The PCM's administrative checks will include, but may not be limited to, the following guidelines:

- **Primary Purpose** – Verify each submittal is complete and accurate per the Contract requirements including, but may not be limited, to the following:
  - Cover letter clearly identifying submittal
  - Actual submittal deliverable included with the required documents in above paragraph
  - Submittal review required for Approval, SONO, or information as per the Contract Documents
  - Submittal submitted in accordance with the Approved Baseline Schedule
  - Submittal quantity as required including number of hardcopies and electronic copies
  - Submittal and ICE/ISE reports and certifications match for each submittal
  - If submittal affects Third Party Works, has coordination occurred/agreement been reached?
  - Technical/Non-Technical Submittal?
- **Verify effectiveness of ICE/ISE Review** - audit the transparency and effectiveness of the review and submittal process between the DB Contractor and ICE/ISE, including comparing the DB and ICE/ISE reports and submittals
- Confirm compliance with Contract requirements (Project) and full traceability to the Contract documents
- Confirm compliance with intended use (program requirements): High-Speed Rail performance requirements, safety, security, interfaces, etc.
- Confirm interface provisions for future track, systems and other DB contracts.

The PCM shall prepare an administrative checklist including the above guidelines, which will be used for each Technical Contract submittal to check/verify the completeness and full traceability against all technical contract requirements as specified in the applicable V & V Contract requirements.

If the PCM determines that the submittal is incomplete and unsatisfactory for the Authority's review, the PCM will return the submittal to the DB Contractor with a review status of "SOO with comments" and a copy to the ICE/ISE. The DB Contractor must address all comments and obtain a re-certification from the ICE/ISE prior to resubmitting the submittal to the Authority for further review.

Furthermore, the PCM will perform a project level technical due diligence check, which will include (but may not be limited to), the following guidelines:

- Confirm compliance with the Authority's technical Contract and performance requirements, including the approved Baseline Design Report and/or as otherwise specified in the DB Contract. Review the PCM's recommendations for specific areas to consider for reviewing.



- Confirm the submittal is in conformance with the approved Design Baseline Report, Approved Design Variances, and other technical documentation, such as approved Geotechnical Baseline Report-C (GBR-C)
- Confirm the signed ICE/ISE Certificate of Conformance is in accordance with the DB Contractor's Safety and Security Certification Plan.
- Spot checks and/or random checks, as required of specific critical elements including non-redundant structural elements, interface elements, and system safety elements, to verify the satisfactory application and execution of the design standards and criteria related to the safety, operations and maintenance of the Authority's system
- Conduct additional or more detailed technical reviews when the technical check reveals a more thorough check is warranted or if potential safety or interface concerns may result.
- This is a limited review/check that may be less for larger submittals or more for smaller or critical submittals.
- Certain submittals must receive a higher level of review/checking such as the Baseline Design Report. Also, consider an increased level of review early in the process in order to gain a level of trust and confidence in the review process. There are certain Submittals subject to approval as identified in the Contract/Technical Contract Submittal List, which may warrant a higher level of review.
- The reviews must include an element of across the board randomness for a broader perspective of the ICE/ISE's performance. A random set of Technical Contract Requirements from each referenced engineering disciplines/source document should be selected for review.
- If this technical due diligence review indicates that the ICE/ISE is missing specific design/construction elements, corrective actions by the ICE/ISE and/or the DB Contractor will be required. An increased level of review may be needed to understand the level of "non-compliance"; to assess the seriousness of the situation; and to understand where the work process breakdown has occurred (i.e.-DB Contractor or ICE/ISE, etc.) Also, consider that subsequent submittals receive some additional scrutiny until it can be confirmed that the work processes are working properly.
- The review criteria may vary based on the type or category of submittal or by discipline.

For those submittals that receive both a project and program level due diligence review per the Due Diligence Check procedure, the PCM will transmit the submittal to both lead reviewers. In addition to the submittal documents provided by the DB Contractor, the PCM will include their technical checklist, the PCM's recommendations for submittal disposition, and any recommendations for specific areas for the lead reviewers to consider for the technical due diligence checks. The PCM shall transmit two (2) hard copies of the full submittal package to the lead reviewer(s) and one copy to the Authority for their use. Refer to the Authority's Due Diligence Check for Civil-Structural Design-Build Contract, which is listed in Appendix D, for more details.

In addition, the Design Baseline Report submittal and any other submittals in accordance with the FRA Grant Agreement and/or as mutually agreed to between the Authority and the FRA shall be reviewed and approved or SONO'd by the FRA. The PCM will send these applicable submittals to the FRA for their review and approval/SONO concurrently with the project level and program level due diligence reviews, as required. If any conflict as to the review status should occur between the FRA and the Authority, the Authority shall arrange and coordinate a



Resolution ladder meeting between these two parties to resolve each conflict as soon as possible.

If any supplemental, supporting information may be required by the reviewers during the submittal review process, the PCM will prepare and transmit a letter to the DB Contractor. This letter shall state that the required information must be provided by the DB Contractor as soon as possible so as not to delay the review process and advise that the review process has stopped until the requested information is submitted to the PCM.

Upon completion of the reviews of each submittal, the PCM will submit all of the review comments and their recommendations for the submittal disposition to the Authority, for the Authority's final determination of the submittal disposition. Subsequently, the PCM will return all of the review comments along with the submittal review disposition from the Authority to the DB Contractor and to the ICE/ISE via CMS.

The DB Contractor shall address the review comments from the Authority and incorporate each into the re-submittal, as required. The ICE/ISE is required to re-certify the re-submittal and then the DB Contractor will submit this re-submittal to the Authority for further review.

The PCM shall log and track each submittal through the review process and coordinate each review with the Authority and PMT, as required, with a goal of completing each review and returning the submittal to the DB Contractor within thirty calendar days unless specified otherwise in the Contract Documents.

**B. For Contracts where the ICE/ISE is contracted by the PCM, the following shall apply;**

The PCM shall perform the administrative check similarly as described in Section 6.3 above, except that no ICE/ISE review, reports, and certifications will be provided with each submittal from the DB Contractor. The PCM may coordinate with their ICE/ISE to determine if certain administrative checks could be more efficiently performed by the ICE/ISE staff.

If the PCM determines that the submittal is incomplete and unsatisfactory for review, the PCM will return the submittal to the DB Contractor with a review status of "SOO with comments". The DB Contractor must address all review comments and obtain a re-certification from the DB Contractor's V&V/SC prior to resubmitting the submittal to the Authority for further review.

When the PCM has performed their administrative check and is satisfied that the DB Contractor's technical submittal is complete, the PCM shall transmit the submittal via CMS to their ICE/ISE for the full technical check and certification as per the Contract requirements. In addition to the submittal documents provided by the DB Contractor, the PCM will transmit their administrative checklist, and any PCM's recommendations to the lead reviewers in CMS. Also, the PCM shall transmit one hard copy each of the full submittal package to the lead reviewers for their use. Furthermore, the PCM will forward each Technical Contract submittal that requires a program level due diligence review to the Authority and PMT lead reviewers in accordance with the Authority's Due Diligence Check for Civil-Structural Design-Build Contract, which is listed in Appendix D, for more details.

Upon completion of the full check and certification by the ICE/ISE, the PCM will perform a separate and independent project level technical due diligence review. This due diligence check will include (but may not be limited to) the following guidelines:



- Confirm compliance with the Authority's technical Contract and performance requirements, including the approved Baseline Design Report and/or as otherwise specified in the DB Contract.
- Confirm the submittal is in conformance with the approved Design Baseline Report, Approved Design Variances, and other technical documentation, such as approved Geotechnical Baseline Report-C (GBR-C)
- Confirm the signed ICE/ISE Certificate of Conformance is in accordance with the DB Contractor's Safety and Security Certification Plan.
- Spot checks and/or random checks, as required of specific critical elements including non-redundant structural elements, interface elements, and system safety elements, to verify the satisfactory application and execution of the design standards and criteria related to the safety, operations and maintenance of the Authority's system
- Conduct additional or more detailed technical reviews when the technical check reveals a more thorough check is warranted or if potential safety or interface concerns may result.
- This is a limited review/check that may be less for larger submittals or more for smaller or critical submittals.
- Certain submittals must receive a higher level of review/checking such as the Baseline Design Report. Also, consider an increased level of review early in the process in order to gain a level of trust and confidence in the review process. There are certain Submittals subject to approval as identified in the Contract/Technical Contract Submittal List, which may warrant a higher level of review.
- The reviews must include an element of across the board randomness for a broader perspective of the ICE/ISE's performance. A random set of Technical Contract Requirements from each referenced engineering disciplines/source document should be selected for review.
- If this technical due diligence review indicates that the ICE/ISE is missing specific design/construction elements, corrective actions by the ICE/ISE and/or the DB Contractor will be required. An increased level of review may be needed to understand the level of "non-compliance"; to assess the seriousness of the situation; and to understand where the work process breakdown has occurred (i.e.-DB Contractor or ICE/ISE, etc.) Also, consider that subsequent submittals receive some additional scrutiny until it can be confirmed that the work processes are functioning properly.
- The review criteria may vary based on the type or category of submittal or by discipline.

In addition, the Design Baseline Report submittal and any other submittals in accordance with the FRA Grant Agreement and/or as mutually agreed to between the Authority and the FRA shall be reviewed and approved or SONO'd by the FRA. The PCM will send these applicable submittals to the FRA for their review and approval/SONO, concurrently with the project level and program level due diligence reviews, as required.

If any supplemental, supporting information may be required by the reviewers during the submittal review process, the PCM will prepare and transmit a letter to the DB Contractor. This letter shall state that the required information must be provided by the DB Contractor as soon as possible so as not to delay the review process and to advise the DB Contractor that the review process has stopped and will not resume until the required information is submitted to the PCM.



Upon completion of the review of each submittal, the PCM will submit all of the review comments and their recommendations for the submittal disposition to the Authority, for their final determination of the submittal disposition. Subsequently, the PCM will return all of the review comments along with the submittal review disposition from the Authority to the DB Contractor and to the ICE/ISE via CMS.

The DB Contractor shall address the review comments from the Authority and incorporate each into the re-submittal, as required as within the time frame specified in the DB Contract.

The PCM shall log and track each submittal and re-submittal through the submittal review process, with a goal of completing each review and returning the submittal to the DB Contractor within thirty calendar days unless otherwise specified in the DB Contract Documents.

#### **6.4 Program Management Team's Due Diligence Review Responsibilities**

The Authority and the PMT will perform a program level due diligence check only for those elements of the design that have potential program level implications and may create residual risk for the Authority.

The PMT will assign individual lead reviewers to perform the program level technical due diligence checks in accordance with the Authority's Due Diligence Check for Civil-Structural Design-Build Contracts procedure and the project level technical due diligence review guidelines described in [Section 6.3](#) above. The PMT will provide a list of the Authority and PMT discipline lead reviewers to the PCM so that the PCM may distribute each applicable technical submittal for their review to the appropriate reviewers as efficiently as possible.

As needed, the PCM may schedule internal review comment resolution meetings with the Authority, PMT and PCM to discuss and resolve all issues regarding the review comments, etc. prior to forwarding the recommended submittal disposition and all review comments to the Authority.

Subsequent to the Authority's and PMT's review of the submittal, the PCM is responsible to collate and coordinate all review comments from the all lead reviewers and transmit all of the these review documents to the Authority in CMS.

Refer to the Authority's [Due Diligence Check for Civil-Structural Design-Build Contract](#), which is listed in [Appendix D](#), for more details.

#### **6.5 Authority's Submittal Review Responsibilities**

The Authority will review the submittal documents transmitted from the PCM, the PCM's ICE/ISE and the PMT, as applicable, to make the final determination for the submittal disposition prior to returning it to the DB Contractor (via the PCM). The final submittal disposition shall be one of the following:

- Approved, if applicable
- Approved with comments, if applicable
- Rejected with comments, if applicable
- SONO



- SONO with comments (Re-submittal not required)
- SOO with comments (Re-submittal required)

The Authority will transmit the final submittal disposition and any comments to the PCM and PMT via CMS. The PCM shall transmit the submittal disposition and all review comments via CMS to the DB Contractor as soon as possible. If the submittal receives a disposition of “SOO with comments”, the DB Contractor shall address those comments and resubmit the entire submittal within the time frame established in the Contract Documents. If the submittal receives a disposition of “SONO w/comments”, the DB Contractor shall address those comments and notify the Authority, in writing, of how it has addressed those comments, within the time frame established in the Contract Documents, but is not required to resubmit the underlying submittal documents.

For additional information related to the V&V/SC and IV&V procedures and submittal review process to be followed, refer to the following for more details:

- General submittal requirements in the applicable DB Contract Documents,
- Section 5.0, Design-Build Contract Submittals in this Manual,
- Submittal Review-Other Technical and Non-Technical Contract Submittals (Requires Approval) Flowcharts included in Appendix E and
- Final Verification and Validation Management Plan (VVMP) listed in Appendix F.





## 7.0 INTERFACE MANAGEMENT AND COORDINATION

### 7.1 General

The purpose of the Interface Management process is to verify that all elements of the Project procured in the multiple Contracts will be integrated together effectively and provide a high-speed train system that complies with the Authority's requirements. Interface Management is particularly important on large-scale multi-contract and multi-discipline mega projects like the CHSRP. Effective Interface Management will lead to successful integration, especially during the testing and commissioning phase of the CHSRP, and provide the earliest operation date for the train system. In addition, this will result in mitigating risk for potential delays, cost overruns, and rework to the overall CHSRP.

Refer to the Authority's Interface Management Plan listed in Appendix F for more details. Also, refer to the Utility Coordination Process Flowcharts included in Appendix E for more details.

### 7.2 Master Agreements/Third Party Agreements

The Authority has entered into many Master/Cooperative Agreements and Third Party Agreements that govern the relocation of their respective facilities. Most of these Agreements are included in Book 3 of each DB Contract, some of which have been executed and some that may be in draft documents under review and negotiation by the Authority. The executed Agreements will be provided to the PCM and the PCM will transmit each executed Agreement to the DB Contractor as they become available. It is important for each interfacing party involved in the Agreements to review and understand the requirements in each relevant Agreement, and to coordinate and work cooperatively together to comply with each party's needs during the design and construction phase of the Project. An interfacing party may include:

- Each DB Contractor
- The Authority
- PCM
- Caltrans
- Each utility company
- Each Railroad company
- The Federal, State, County, City, other local agencies
- Other external agencies/parties

There are four different work scenarios related to the Third Party Agreements (TPA), which may be used on the CHSRP, including the following:

- TPA is part of the DB Contract and the DB Contractor does most or all related Work-e.g.- City of Fresno
- TPA is part of the DB Contract and the third party does most or all related Work-e.g.-Kinder Morgan Energy



- TPA is not part of the DB Contract and the third party does most or all related Work-e.g.- Caltrans
- TPA is not part of the DB Contract and the DB Contractor does some of the Work-e.g.- PG&E

### 7.3 Design-Build Contractor's Responsibilities

The DB Contractor is responsible for managing the integration of the Project's interfaces including but may not be limited to planning, managing, and coordinating stakeholders from the adjacent Contracts and third parties, addressing the reliability, availability, maintainability, and safety requirements, and verifying that the Work is being designed and executed successfully with the various entities. The delivery of a complete DB Contract will require it to support future systems and facility components to be integrated into the entire high-speed rail system.

The DB Contractor is required to develop an Interface Management Plan (IMP) that incorporates the following:

- In accordance with the DB Contractor's V&V/SC and IV & V processes, the DB Contractor's Interface Team will develop and implement a detailed process for systematic identification, management, tracking, and documentation of the physical, technical, functional, and other interfaces by means of the Requirements Management (RM) Tool and the ICE/ISE (when applicable) will check and verify DB Contract compliance with the interface requirements
- A systematic and planned approach to managing and coordinating Master/Cooperative/Third Party Agreements along with preparing, negotiating and executing Task Orders with all external/third parties as required.
- Coordination and cooperation between the activities and the responsibilities of the DB Contractor, their subcontractors, JV partners, etc.
- Planning and coordinating the work from interfacing Contracts (Civil, Track-work, System Work, etc.) and third parties with the DB Contractor's Work

The DB Contractor will submit the draft and final Interface Management Plan (IMP) for review and SONO to the Authority as specified in the Contract Documents. The IMP will be updated as required as the Project progresses. The DB Contractor will establish an Interface Coordination Team (ICT) that will be responsible for interface coordination and control throughout the design and construction phases. The DB Contractor's interface activities will be performed by the ICT and will include, (but are not limited to) the following:

- Identify all possible interface parties and requirements
- Schedule regular interface workshops and meetings
- Define and agree to a work scope between all interfacing parties
- Develop final interface requirements and complete related design work
- Implement interfaces as required
- Integrate interfaces as required
- Verify and Validate interfaces implementations by ICE/ISE
- Certify interface compliance by ICE/ISE and interface parties



- Demonstrate that the Work is being designed and executed such that facilities and subsystems identified in the design criteria, drawing and by other means are being accommodated without functional or spatial constraints
- Resolve conflicts by partnering with all parties associated with the interface conflicts to reach an agreeable solution so as not to place constraints on this or future contracts

The DB Contractor will submit RFIs, interface submittals and other related correspondence directly to the interfacing parties for review, comments, and responses and forward copies of each to the PCM for information and/or review.

The ICE/ISE is responsible to check and verify that the design and construction elements comply with the Contract requirements, including the Reliability, Availability, Maintainability, and Safety Program requirements as specified in the DB Contract.

#### **7.4 Project & Construction Management Consultant's Responsibilities**

The PCM is responsible for the interface management oversight of the DB Contractor's IMP for compliance and to verify facility relocation and other third party construction progress are on schedule.

The PCM will review each Master/Cooperative Agreement and Third Party Agreement to understand and verify that the requirements are completed in a timely manner and in compliance with these Agreements.

The PCM is responsible for logging and tracking of all third party technical submittals and other formal correspondence exchanged between the DB Contractor and third parties. The PCM will set up these records in a manner that these documents can be accessed and reviewed by the Authority or designee. The PCM shall review these submittals for administrative completeness in accordance with Section 5.0, Design-Build Contract Submittals.

The PCM will participate in the DB Contractor's regularly scheduled interface coordination meetings and/or conduct other interface/third party coordination meetings with the DB Contractor, as needed, to monitor that the IMP is progressing satisfactorily. The PCM will, also verify that the appropriate Authority interface staff have been invited to these meetings. The PCM will prepare meeting minutes for all meetings conducted by the PCM.

For issues or conflicts that may cause cost or schedule impacts to the DB Contract, the PCM will log, track and keep the Authority Design and Construction Manager or designee informed of each such issue. Also, the PCM will provide their recommendations and proposed resolution to the Authority for their review and further direction and/or actions to close out. If the resolution of an interface issue results in a change to the DB Contract, the PCM shall proceed in accordance with the Change Management process. In addition, all outstanding interface issues shall be tracked and added to the PCM's Monthly Compliance Status Report.

Furthermore, the PCM's responsibilities will also, include (but may not be limited to) the following:

- Assist the Authority with the Utility, Railroad and any other third party coordination efforts throughout the design and construction phases of the DB Contract
- Assist the Authority in finalizing third party agreements as required



- Review DB Contractor's schedule submittals against all interfaces with the third parties to confirm the DB Contractor has coordinated the schedules with all third parties
- Monitor the work requirements to identify any improvements or betterments which should be paid for by the respective third parties
- Recommend remedial actions for each conflict between the DB Contractor and any Third Party to the Authority for final decision
- Prepare merit assessments for entitlement with the PCM's recommendations for settling or disputing any claims related to interface issues from the DB Contractor or Third Parties for Authority's review and decision/direction.
- Verify that the DB Contractor coordinates with the Third Party inspection teams in accordance with the requirements of the DB Contract and the relevant Agreements.
- Review each Utility and other third parties' payment invoices for accuracy and acceptance for payment to either, the DB Contractor or the requesting third party agency, as required and if acceptable, the PCM will process for payment to the Authority. Record and track all payment invoices and confirm costs are within the planned budgets and forecasts.

For any third party agreements between the Authority and any exclude third party (as specified in the DB Contract Documents), the DB Contractor shall be responsible to perform all coordination with the Third parties but the PCM will be responsible for all other administrative activities, including submitting design and construction drawings, etc. to each excluded third parties for review and approval, preparing Task orders, review of payments invoices from each excluded third party, etc., as required.

## **7.5 Authority's Interface Responsibilities**

The Authority's Design and Construction Manager or designee will attend the DB Contractor's regular interface coordination meetings to verify that the DB Contractor's interface management and coordination activities are working effectively and that all interfaces are properly addressed and support the future systems and facilities components of the CHSRP.

The Authority shall review each of the DB Contractor's interface submittals from the standpoint of the overall CHSRP Program and the system performance perspective. If acceptable, the Authority will provide recommendations for SONO or other disposition and send to the PCM. Then PCM will forward review disposition and comments if any, to the DB Contractor.

When an interface conflict is encountered, the PCM will provide their recommendations and will elevate the issue to the Authority for timely resolution. The Authority's Design and Construction Manager or designee will determine the best solution and give direction and/or subsequent actions to the PCM in order to proceed with the work.

The Authority will consider recommendations and/or proposed resolution provided by the PCM for further direction and/or actions. The resolution of an interface issue may result in a change approved by the Authority and returned to the PCM for implementation.



## 8.0 QUALITY MANAGEMENT

The Authority's Master Quality Plan (MQP) will follow the ANSI/ISO/ASQ Q9001:2008 and the USDOT FTA-IT-90-5001-02.1 Quality Assurance and Quality Control (QA/QC) Guidelines so that all aspects of the work comply with Project's Quality requirements. In accordance with these MQP and the applicable Contract Documents, the DB Contractor is required to submit a comprehensive DB Contractor's Quality Manual (CQM) describing the scope, organization, and implementation of the DB Contractor's Quality Program and Quality Management System, subject to a SONO from the Authority. The CQM and the PCM's oversight of the CQM will confirm that all aspects of the work comply with the quality requirements of the DB Contract. The PCM, with the assistance of the Authority, as needed, will have oversight responsibility for those Project elements for which the DB Contractor has direct QA/QC responsibility on each DB Contract.

### 8.1 Contractor's Construction Quality Control/Assurance

It is the responsibility of the DB Contractor's Quality Manager and the quality inspectors to perform quality control/assurance to verify and document that the materials used and the workmanship employed comply with the contract requirements. Furthermore, for Contracts where the ICE/ISE is contracted by the DB Contractor, the DB Contractor's ISE will verify and certify that the Work has been satisfactorily completed and complies with the Contract requirements and the approved CQM and the DB Contractor's Quality Inspection Test Plan. The ISE will witness the quality inspections and testing activities in accordance with the approved DB Contractor's Inspection Test Plan, and check the related inspections and testing/acceptance reports for contract compliance. The ISE will assess and evaluate each element of the contract work and submit their assessment reports to the PCM, with a copy sent to the DB Contractor. Upon the ISE's approval of the Work, the ISE will submit to the PCM a written certification that the Work has been satisfactorily completed and complies with the contract requirements; including the Technical Contract Requirements (TCR), Ready for Construction (RFC) drawings, and the approved Inspection Test Plan.

The DB Contractor is required to provide weekly updates of the DB Contractor's Inspection Test Plan activities to notify the PCM, in advance of any testing and/or inspection(s). If any changes are required to the weekly inspection and testing schedule, the DB Contractor shall notify the Authority or designee at least one day prior to actual inspection or test taking place so the Authority may attend and witness the activities at their discretion.

### 8.2 Project & Construction Management Consultant's Construction Quality Oversight

The PCM shall submit a Quality Assurance Plan to the Authority for review and approval, which will provide specific details of how the PCM will comply with the Authority's MQPs along with perform quality oversight and audit and surveillance activities of the DB Contractor's Self-Certification and Quality Management System in accordance with the contract requirements.

The PCM is responsible for monitoring and auditing the DB Contractor's (and ISE's Quality Assurance functions, when applicable) so that the DB Contractor has satisfactorily implemented their Quality Management System. The PCM's staff will perform the quality assurance oversight and/or audits of the DB Contractor's quality control and quality assurance processes to verify



the Work is in conformity with the contract requirements. The PCM will monitor the DB Contractor's on-site inspections with field personnel experienced in determining compliance with the various elements and features of the RFC drawings and the construction specifications. The PCM has the option of witnessing specific tests and/or inspections, but shall not delay or stop any such testing and/inspection activities performed by the DB Contractor.

For Contracts where the ICE/ISE is contracted by the PCM, the ISE will perform similar quality checks and certifications on behalf of the Authority and PCM, instead of on behalf of the DB Contractor.

In cases where the nature of the field inspection work requires a particular technical expertise for short periods of time, the PCM, with approval of the Authority's Design and Construction Manager, will arrange for the temporary assignment of personnel with the required qualifications, from the PMT, PCM or other consultants.

The PCM shall coordinate with the Authority's Design and Construction Manager or designee to establish the appropriate level of quality oversight, which may be adjusted as needed as the design and construction advances. The PCM is responsible for validating that the materials are inspected and approved by the DB Contractor's Quality staff and verifying that the inspections, sampling, and testing are performed in accordance with the DB Contractor's Quality Program.

### **8.3 Material Inspection**

The DB Contractor is responsible for providing inspection and testing of all materials that comply with the specification requirements and produce work in conformance with the Contract Drawings, Project Specifications, and Contract Documents. The Authority expects the DB Contractor to communicate and cooperate with the PCM and the DB Contractor's supplier(s) to facilitate and provide adequate inspection coverage for evidence of materials inspection.

As far in advance as possible, the DB Contractor is responsible for the following:

- Furnishing the Authority, through the PCM, information of the sources of materials that will be used on the Project as specified in the Contract Documents
- Performing all Quality Control and Quality Assurance functions in conformance with the approved Contractor Quality Program, and notify the PCM so that proper arrangements may be made for the PCM to monitor the DB Contractor's inspection activities as needed
- Where the Authority, State or other agencies inspections may be required, informing the supplier not to make any shipments without said prior inspection
- For products with source inspection, the DB Contractor must plan the work so that the PCM or the Authority has sufficient advance notice to witness the sampling and testing requirements
- Additional responsibilities may be required of the DB Contractor depending upon the governing Contract Documents

The following guidelines involved in the materials acceptance process, whether material sampling and testing is performed by the DB Contractor as per the approved DB Contractor's Quality Program, or by the PCM in the Quality Assurance or Quality Compliance process, are shown below:



- **Inspection of Materials** – Physical testing or visual inspection of the materials for compliance with the Specifications.
- **Evidence of Material Inspection** – The minimum proof that Method of Acceptance sampling and testing has been performed.
- **Documentation of Inspection** – Documentation that the materials received on the job site where accompanied by adequate Evidence of Materials Inspection. This documentation shall be included as part of the project files.
- **Method of Acceptance** – Refers to the means of determining whether material supplied conforms to the requirements of the Specifications. Method of Acceptance sampling and testing categories are listed below.
- **Manufacturer's Certification** – When testing is not practical or small quantities are involved, a manufacturer or producer's certification may be used to accept material. The certification must represent the materials or items being accepted. The certification must also indicate compliance with the applicable specification(s).
- **Quality Control/Quality Assurance (QC/QA)** – The material is produced under the DB Contractor's QC/QA program as defined in the DB Contract, where both the QC and QA are by the producer/DB Contractor.
- **Certified Source** – A source that conducts an internal sampling and testing program in conjunction with the DB Contractor and/or the Authority source, and which conducts random destination sampling and testing. Once a producer is certified to manufacture or produce specific products, such materials may be accepted for incorporation into the DB Contract without additional jobsite testing. The PCM is required to perform periodic Visual Examinations at the jobsite.
- **Testing Program** – Materials are sampled at the source or jobsite by the DB Contractor's QC personnel, or in a qualified Private Laboratory. At the discretion of the PCM, Quality Assurance or Compliance sampling and testing may be performed by the PCM.
- **Visual Acceptance** – Acceptance or rejection of material based on an assessment of its markings, physical dimensions, obvious defects or damage, and close conformity with contract specifications. No lab or field tests are required. Visual acceptance is used when sampling is impractical, destructive tests are not practical, or no test method is available for use. Visual acceptance applies to most small quantities.

Evidence of materials inspection categories acceptable to the Authority may include one or more of the following documents:

- **Bill of Lading** – A shipping ticket that accompanies a product to the job site and which identifies the product, source, and lot
- **CERT** – The Manufacturer's written certification that indicates the material complies with the specifications or contract requirements
- **Daily Plant Reports** – Reports generated that provide mixture test results and other production data
- **MARK** – A commercial label, tag, or other marking that indicates product specification compliance and/or an approved source/manufacturer
- **TEST** – Approved test result available from locally performed lab or field tests (e.g., soil density)



- **TICKET** – A ticket from an approved source indicating material or aggregate gradation, job designation, purchaser, and weight (if applicable)
- Manufacturer’s Certification as Documentation of Inspection
- DB Contractor’s Independent QA/QC Organization’s documentation accepting material and quantity by visual and/or physical tests with acceptance criteria included
- **Visual** – A written record of visual inspection

The above material acceptance procedures are not permitted to be used for structurally critical items or features, which could directly affect the safety of the traveling public. Under no conditions are materials to be used from an unknown producer. Structurally critical items or features should be inspected, tested, and accepted as specified in the approved DB Contractor’s Inspection Test Plan.

If material arrives on the Project site without evidence of materials inspection by the DB Contractor’s quality inspectors, the PCM shall promptly contact the DB Contractor and the Authority’s Design and Construction Manager to determine the proper course of action. If jointly decided and agreed to by the DB Contractor and the ICE/ISE, and the PCM, with concurrence from the Authority’s Design and Construction Manager, the material may be considered for acceptance (which is not in conformance with the pertinent Contract requirements). The PCM may request that the DB Contractor, at their expense, to sample and test the non-conforming materials for acceptance. A copy of this record must be placed into the Project files. The PCM is authorized to question, sample, and/or reject any material arriving on the Project site, which does not comply with the DB Contract requirements.

The PCM shall not allow payment for any material on a monthly payment invoice for which there is no evidence of materials inspection or approval. Additionally, inspection documentation requirements for materials incorporated into time and material work or agreed price pay items are the same as for other Contract payment milestone items, except that the DB Contractor shall prepare a specification to describe the extra work and submit it to the PCM for review and SONO from the Authority.

## 8.4 Testing Oversight

The DB Contractor is required to implement effective testing control measures to verify adequate quality in performance of their activities. These test requirements will be defined in the final design documents prepared by the DB Contractor and the testing types and details will be included in the DB Contractor’s Inspection Test Plan, which is subject to SONO. The PCM, with the assistance of the Authority’s Quality Assurance Manager, is responsible for oversight of the DB Contractor’s implementation of the DB Contractor’s Quality Manual (CQM), including the Inspection Test Plan. When required by the DB Contract Documents, or as deemed necessary in the judgment of the PCM (e.g.-when the ICE/ISE reports show that the DB Contractor is not performing or there are a substantial number of NCRs), testing of material and workmanship shall be performed by authorized field personnel or by an approved testing service. The number and quantity of tests must be sufficient to permit adequate verification testing. In addition, the PCM may require other tests or inspection activities—including the monitoring of noise levels, vibration levels, and subsurface movements and verification of surveys and layouts—that may or may not be the obligation of the DB Contractor. If the Contract Documents do not require the DB Contractor to perform such tasks, the PCM, with approval from the Authority’s Design and Construction Manager, may request additional testing services either through the DB Contractor



under Contract Change Order or by separate testing services contracted by the Authority or PCM. Complete records of all additional tests or inspection activities performed by the DB Contractor shall be maintained by the DB Contractor's Quality Manager and any other testing required and performed by the Authority or the PCM will be maintained by the PCM.

The PCM is required to submit their Statistical Sampling Program as part of the PCM Quality Assurance Plan for review and approval by the Authority and PMT in accordance with the PCM Contract. The Authority and/or the PCM will implement the approved statistical sampling and testing program (typically, about 10 percent with allowances for adjustments depending on criticality, etc.), in consultation with the Authority and the PMT, for:

- Testing of the DB Contractor's work activities and
- To verify that the DB Contractor's material sampling and testing results are in conformity with the contract requirements.

The PCM should review the DB Contractor's Inspection Test Plan to determine and support what verification testing effort may be needed. In addition, this statistical sampling and testing program may need to be revised as needed, depending on the performance and reliability of the DB Contractor's Quality Program, DB Contractor's Inspection Test Plan results, and the ISE's assessment reports. The PCM test results are to be correlated to the DB Contractor's quality test results and reported to the Authority and the PMT, with their recommendations for further actions, if applicable. The Authority or PCM material testing activities shall be performed by a certified testing laboratory. The PCM shall verify that all Testing Laboratories performing materials acceptance sampling and testing, are in compliance with the DB Contract requirements. The Authority has the option to implement the statistical sampling and testing program independently.

Furthermore, the Authority or the PCM may conduct independent material sampling and testing using split samples to provide a comparison basis for evaluating the acceptability of procedures and equipment used in the DB Contractor's Quality Program for material sampling and testing. Such testing areas may include, but are not limited to, the following:

- Aggregate gradation
- Cast-in-place concrete
- Hot mix asphalt
- Precast and pre-stressed concrete
- Soil density

## 8.5 Deficiencies/Non-Conforming Work

The DB Contractor's Quality Manager is responsible for implementing a system to confirm construction quality control and assurance through site work inspections and to issue dispositions of the actions taken to correct deficiencies or non-conforming work, which will be specified in the CQM. The PCM and the Field Engineers provide oversight coverage of the DB Contractor's quality inspection and testing program and identify any deficiencies that are not documented by the DB Contractor's Quality Manager.

A Non-Conformance Report (NCR) will be used to identify and correct material, equipment or workmanship that does not comply with the Contract and allow the DB Contractor to provide



their correction data. Also, NCRs may be issued for other non-conforming work activities related to safety, environmental, etc. The PCM is responsible for monitoring the DB Contractor issued NCRs and initiating NCRs, when required. In CMS, each NCR is described with all details and disposition instructions. Technical evaluation and disposition of the NCR will be accomplished by the DB Contractor or PCM after consultation and concurrence with technical specialists, the design group, and the Authority. The disposition will be in one of the following four categories:

- **Use As-Is** - a disposition that indicates that the non-conformance does not adversely affect the intended use of the item. The PCM, after consultation with the Authority, may accept non-conforming Work without requiring it to be fully corrected, in which case the Contract Price may be decreased accordingly, at the option of the Authority's Design and Construction Manager. Care in applying this disposition shall be exercised where architectural considerations are concerned. Safety-related conditions must be satisfied for acceptance of this disposition.
- **Remove from Site** - a disposition that indicates the item is unsuitable for its intended purpose and economically or physically incapable of being reworked or repaired.
- **Repair** - a disposition that indicates deficient components can be altered in such a manner that the item will be able to function reliably and safely. These alterations will bring the item into compliance with the original requirements. The following must be recorded on the NCR and shall accompany the item being replaced:
  - Completed repair instructions,
  - Post-repair acceptance/rejection criteria and
  - Required records.

Upon completion of repairs, the item will be inspected for compliance by the DB Contractor's Quality Team and verified by the PCM. Completed documents will be forwarded to the PCM for review and filing, as required.

- **Rework** - a disposition that indicates that the non-conforming item can be brought into conformance with the original Contract Drawings and Specifications requirements through subsequent re-machining, reassembling, reprocessing, or completion of the required operations. The DB Contractor's Quality Team and the ISE will inspect and certify the work is in Contract compliance and the PCM shall verify the completed work and the NCR is closed out.

Use-As-Is and Repair require written approval from the Engineer of Record prior to being forwarded to the Authority or PCM. All NCRs will be entered into the CMS Quality and NCR module. NCRs are electronically signed and dated by the DB Contractor and PCM or designee. The DB Contractor submits a proposed corrective action(s) for approval by the Engineer of Record. NCR will remain open until a rework, retest, or replace disposition is confirmed to be complete and is verified by the PCM, with coordination/concurrence from the Authority. NCRs are all maintained within CMS with information including the NCR status, number, description, disposition, dates initiated and closed. In addition, the PCM will maintain a NCR Log of all NCRs, including the time duration until closeout and final disposition of each NCR. A standard Non-Conformance Report form and standard Non-Conformance Report Log are to be used on the Project and are included in the Appendix G.

The DB Contractor's Quality Manager is, primarily, responsible for identifying, preparing and issuing each NCR. The CQM shall describe the DB Contractor's NCR process, including the different types or levels of NCRs to be issued, which may be dependent on the nature, condition



or complexity of the deficiency and the proposed corrective actions required. Upon receipt of any NCR with the proposed corrective actions from the DB Contractor, the PCM will review the corrective action plan, comment accordingly and verify when the corrective action is to be completed. The PCM will review all NCRs with the DB Contractor on a regular basis and proactively work with the DB Contractor to close out each NCR in a timely manner.

In the event that the materials or workmanship do not conform with the Contract Documents and the Contractor's Quality Manager does not issue a Non-Conformance Report (NCR) and/or remedial action has not been initiated by the DB Contractor, the PCM will issue an Authority NCR to the DB Contractor. The NCR will include a brief description of the deficiency found in the Quality Control and Inspection processes and a description of the related non-conforming work, the location, and the appropriate reference to a plan sheet or specification. It shall also request the DB Contractor to provide the following information:

- The immediate and long-range impacts to the schedule or budget (if applicable),
- The principal cause of the NCR, and
- The recommended corrective actions for resolution of the NCR including an explanation of the failure of the DB Contractor's Quality System and the proposed corrective actions required to improve the Quality work processes.

In addition, the PCM, with the assistance of the Authority's Quality Assurance Manager will audit the DB Contractor's quality system for adherence to the quality inspections and NCR procedures.

## 8.6 Authority's Quality Assurance Inspections

The Authority's Quality Assurance representatives, from time to time, may visit the Project site to monitor and/or audit design and/or construction activities. Project personnel are required to sign-in with the PCM upon arrival to the site and then brief the PCM on all site observations prior to departure. Before leaving the construction site, the Authority's representative(s) shall brief the PCM on any findings resulting from their site visit. Any observations/comments requiring corrective actions will be made in writing to the PCM, who will provide appropriate written notification to the DB Contractor for their actions.

Refer to the Authority's Master Quality Plan, listed in Appendix F and the Quality Management Process Flowcharts are included in Appendix E for more details.

## 8.7 External Agency Inspections

When a governmental entity, utility, railroad, or other entity accepts or pays for a portion of the Contract, the organization's representative may inspect the Work but cannot direct the DB Contractor in any manner. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties of the Contract. Any deficiencies noted by an external agency shall be documented by the DB Contractor's Quality Manager as a non-conformance occurrence and resolved through the Non-Conformance Report process by the DB Contractor and the PCM. Also, refer to Section 7.0, Interface Management and Coordination for more details related to agency coordination.

External Agencies, including federal, state or local government and any political subdivision or any governmental or quasi-governmental agency, from time to time, may visit the Project site to



monitor and/or inspect or audit the construction activities and/or other mitigation requirements for compliance. All agency personnel are required to sign-in at the PCM field office upon arrival to the site. The PCM shall immediately notice the Authority's Design and Construction Manager or designee for their direction as to who will accompany the agency representatives on the site. At the Authority's option, a DB Contractor's representative may be notified and invited to attend the site visit with the agency. Upon completion of the site visit, preferably the agency representatives, or the Authority or designee will, brief the PCM on all site observations on any findings resulting from their site visit. Any observations/comments requiring corrective actions will be made in writing to the PCM, who will provide appropriate written notification to the DB Contractor for their actions as required.



## 9.0 SAFETY AND SECURITY

### 9.1 Safety and Security Program Oversight Plan (SSPOP)

The Authority's CHSTS Safety & Security Management Plan (SSMP), listed in Appendix F, establishes the Authority's commitment and philosophy to achieve the highest practical level of safety and security for the Authority's staff, PMT staff, PCM staff, DB Contractors, emergency responders and members of the public that may come into contact with the CHSRP system. The SSMP identifies how safety and security activities will be implemented and managed through the life cycle of the California High-Speed Train Project, from preliminary engineering through final design, testing, and the start of revenue service. The SSMP is part of the PMP and was written in conformance with FTA Circular 5800.1, Safety and Security Guidance for Major Capital Projects (dated 08/01/2007). Section 7 of the SSMP describes the Safety and Security Certification process to be applied to all phases of the Project. Section 8 of the SSMP describes the minimum DB Contractor requirements for construction safety and security.

### 9.2 Construction Safety and Security

The DB Contractor is required to demonstrate that all aspects of their work comply with Federal, State and local safety and security regulations, and fulfill the SSMP and the contractual requirements. The DB Contractor is required to develop a Site-Specific Health and Safety Plan (SSHASP) and a Site-Specific Security Plans (SSSP) that identifies the local conditions and requirements peculiar to the site and work to be performed. The DB Contractor's Site-Specific Health and Safety Plan (SSHASP) and a Site-Specific Security Plans (SSSP) shall identify how the DB Contractor will achieve compliance with the contract requirements, the SSMP, and the local, State, and Federal workplace safety regulations. The DB Contractor is required to submit these plans to the PCM and the Authority for review and each submittal is subject to a SONO, in accordance with the DB Contract-General Provisions.

The Authority, with the assistance of the PCM, will have overall oversight responsibilities for the DB Contractor's SSHASP and SSSP. The PCM and their staff shall be thoroughly familiar with the Authority's SSMP. The PCM shall act as the Authority's primary representative in the management and oversight of the DB Contractor's construction safety and security activities on the Project. The PCM shall review the DB Contractor's SSCP for compliance with the Design-Build Contract and the Authority's SSMP. The PCM shall provide a report of their review including a recommendation regarding the issuance of a Statement of No Objection (SONO) by the Authority.

### 9.3 Safety and Security Certification

The DB Contractor is required to develop and implement a Safety and Security Certification Plan (SSCP). The V&V/SC and IV&V processes shall be included and applied to the DB Contractor's Safety and Security Certification Program. The DB Contractor shall verify and validate that the certifiable design and construction elements comply with the contract requirements and the ICE/ISE shall check and provide a certification of contract compliance to the critical interfaces using the Certifiable Items List (CIL). The DB Contractor is required to submit the SSCP to the PCM and the Authority for review and is subject to a SONO as specified



in the DB Contract-General Provisions. The PCM shall review and submit their recommendations for SONO/SOO to the Authority.

#### **9.4 Safety and Security Program Oversight**

The PCM shall develop and submit to the Authority for review and approval their Safety and Security Program Oversight Plan (SSPOP) to describe how they will provide and perform their oversight responsibilities of the DB Contractor's activities as required in the DB Contract. The PCM's SSPOP shall, also include specific details of how they will perform oversight of the DB Contractor's safety and security certification activities.

The PCM shall monitor the DB Contractor's safety requirements of the Project work sites, perform safety and security audits to assess the DB Contractor's compliance with the SSHASP and the SSSP, and submit monthly audit reports to the Authority's Safety and Security Program Committee for review. The PCM shall audit each updated Certifiable Elements and Hazards Log, Certifiable Items List, and Safety and Security Certification Package issued by the DB Contractor. The audit process shall conform to the Authority's SSMP and V&V Management Plan.

The PCM shall develop and implement a Safety and Security Training Program Plan for the Authority, PMT, and PCM staff, local agencies, stakeholders, and other third parties acting on the Authority's behalf, as required, which is in conformance with the Contractor's SSHASP and SSSP. The PCM shall document and record all training activities and will verify that all Authority, PMT, PCM staff, local agencies, stakeholders, and all other third parties acting on the Authority's behalf, have the required training prior to making any site visits.

The PCM shall develop an Injury and Illness Prevention Program (IIPP) in compliance with all applicable Cal-OSHA regulations and the Authority's Safety & Security Management Plan, following their corporate safety program but also specific to the particular characteristics of the Authority's Project. The IIPP shall consider employee health and safety with respect to all aspects of the Project scope, including but not limited to the job hazard assessments for the office environment, traveling to field sites, and fieldwork (off-site meetings, surveys, inspections, and active constructions sites). The IIPP shall include a process for managing notifications of accidents, injuries, near-miss incidents, Cal-OSHA or other regulatory inspections, and any other incident that might have an effect on the health and safety of workers on the Project job sites. The IIPP shall outline the communication process between the DB Contractors, PCM, and the Authority.

#### **9.5 Imminent Danger/Potential Hazard Conditions**

Under the OSHA (Occupational Safety Health Act), each employer or Contractor must provide employees with a safe and healthy work environment and provide employees with the necessary training and personal protective equipment. The DB Contractor shall demonstrate that effective actions have been taken to provide and enforce safe work conditions and practices. This shall be documented in the Contractor's SSHASP. The DB Contractor is responsible for verifying that all subcontractors and suppliers work safely on the Project site.

The DB Contractor is responsible for immediately correcting any situation creating an "imminent danger" threat of death or serious injury to workers or the general public or significant damage to any property. If the PCM observes or otherwise becomes aware of the existence of an "Imminent Danger" hazard, the PCM and PCM's staff are empowered to issue a stop work order



to the DB Contractor, if required, until the hazard is corrected sufficiently as determined by the PCM or the Authority.

In situations where a potential hazard is observed by the PCM, which is not considered as “imminent danger”, but, is an unsafe or unhealthy condition, the PCM shall notify the DB Contractor, document the issue, and shall follow-up to verify prompt mitigation of the condition by the DB Contractor.

In multi-employer work-sites, each subcontractor is responsible for the safety of its employees and for providing a safe work site that is not subject to any hazards created by other employers or subcontractors working on the Project site.

The PCM shall not cause any unnecessary delay in complying with a safety standard or in correcting a violation that has been reported to the DB Contractor. In the event of disagreement on the appropriateness of the reported violation, resolution shall be at the level of the PCM and DB Contractor’s Safety Manager. If necessary, the Authority’s Design and Construction Manager and/or the Authority’s Safety Manager may be consulted to resolve any disagreement as soon as possible.

## **9.6 Incident Notification**

The DB Contractor is required to develop an incident notification process for emergency response and reporting of incidents related to safety and security. Following appropriate emergency response notifications, the DB Contractor’s first point of contact for all internal notifications of incidents of injury, equipment or environmental damage, near miss incidents, security breach, theft, vandalism, or any other incidents requiring investigations shall be the PCM. The PCM shall be responsible for verifying that the best interests of the Authority are protected with regard to the safety and security associated with the incident. The PCM shall immediately notify Authority’s Design and Construction Manager and Safety Manager and/or Security Manager of each incident, depending on the nature of the incident (safety or security). The PCM shall oversee the incident investigations, forwarding all associated incident notification reports, damage/loss reports, corrective action plans, and follow-up reports to the Authority’s Safety and/or Security Manager. The PCM shall also, maintain a copy of all reports in the Project record files.

The DB Contractor is responsible for completing a Damage or Loss Report to report damage or loss caused by a DB Contractor/Subcontractor, follow-on Contractors/Subcontractors, or other agencies as soon as practical after the incident is discovered so that proper reporting and corrective action(s) can be accomplished in a timely manner. The PCM shall receive a copy of this report from the DB Contractor for distribution to the Authority Safety and/or Security Managers to retain one copy in the Project record files.

## **9.7 Authority’s Safety Oversight and Audits**

The Authority’s Safety representatives, from time to time, may visit the Project to monitor and/or audit design and/or construction activities. Project personnel are required to sign-in with the PCM upon arrival to the site and then brief the PCM on all site observations prior to departure. Before leaving the construction site, the Authority’s Safety representative(s) shall brief the PCM on any findings resulting from this site visit. Any observations/comments requiring corrective actions will be issued in writing to the PCM, whom will provide appropriate written notification to the DB Contractor for their immediate actions.





## 10.0 SCHEDULE CONTROL

### 10.1 Master Program Schedule (MPS)

The MPS is the official project schedule, containing the overall California High-Speed Rail Program (CHSRP) to which the schedules for various Project components must conform. The MPS integrates all program activities, using Oracle Primavera P6 software, including preliminary engineering, environmental compliance, final design, construction, force account activities, equipment procurement, property acquisition, commissioning, closeout and handover. The MPS is updated monthly based on input from all the entities working in the CHSRP as applicable, inclusive but not limited to the Authority, PMT, PCM and the Contractors' Monthly Schedules Updates, etc. The MPS is maintained by the PMT Project Controls Group and is used as a standard of comparison for reporting CHSRP progress month to month and planning near term activities. Upon approval, the Contractor's Baseline Schedule will be integrated into the MPS to report the current status of the Project and facilitate coordination at a program level.

### 10.2 Baseline Schedule (BS)

The DB Contractor is required to prepare and submit an Interim Schedule for the first 180 days after NTP and an Original Baseline Schedule as per the DB Contract specified submittal schedule, to provide a basis for its work plan as well as a basis for monitoring progress during performance of the work. The PCM shall review the following DB Contractor's submittals for accuracy, completeness and contractual compliance:

- Proposed Interim Schedule and the Original Baseline Schedule,
- Baseline scope,
- Schedules,
- Payment Milestones, and
- Cash flow curve.

If acceptable, the PCM shall transmit their comments and recommendations for Approval or Rejection to the PMT Project Scheduler with a copy to the Authority's Design and Construction Manager or designee. The PMT Project Scheduler shall review each submittal received from the PCM and upon review shall transmit their recommendations for approval or rejection to the Authority. The Authority will review the comments and recommendations from the PCM and the PMT Project Scheduler, and issue Approval or Rejection with comments for the submittal. Upon Approval by the Authority, the PCM shall issue an "Approval" review status to the DB Contractor. The Approved Original Baseline Schedule submittal will be established as the Contractor's Baseline Schedule (CBS). Monthly progress reviews of the CBS will be completed by PCM, PMT Project Controls Group and the Authority. If rejection with comments is issued by the Authority, the PCM shall issue a "Rejection" review disposition along with the review comments to the DB Contractor for re-submittal.

The PCM shall log and track each Baseline Schedule submittal received to verify that the submittal review is completed and review disposition is returned to the DB Contractor within the time specified in the Contract Documents.



### 10.3 Monthly Schedule Progress Updates

The DB Contractor will update their schedule activities in accordance with the Contract Documents and will submit the monthly Schedule Progress Updates in accordance with the requirements of the Cost and Schedule Controls Program specifications. The PCM will review each update for accuracy, completeness and contract compliance and make recommendations for acceptance or rejection to the Authority. The PCM shall agree, disagree, or modify the monthly progress schedules as-built portion of the Baseline Schedule to enable both parties to agree on what actual work has been performed. The PCM shall transmit the Monthly Schedule Progress Updates and their recommendations to Authority's Design and Construction Manager or designee with a copy to the PMT Project Scheduler. The PMT Project Scheduler shall update the MPS monthly based on the accepted Contractor's Monthly Schedule Progress Update.

Upon review, if the Schedule Update is determined by the PCM and/or the PMT Project Scheduler to be incomplete or reports that do not conform to the contract requirements, etc., the PCM will transmit all review comments to the DB Contractor. The DB Contractor will revise the schedule update as necessary and resubmit it to the Authority.

The PCM will provide a brief written narrative for key elements of the schedule including changes to sequencing of work, monthly accomplishments, problem areas and project recommendations for recovery to the PMT Project Scheduler. The PMT Project Schedule Group will incorporate the DB Contractor's schedule update in the MPS and provide the updated schedule to the PCM and the Authority's Design and Construction Manager.

### 10.4 Recovery Schedule

Revised DB Contractors' schedules due to change orders, revised sequencing of work, unforeseen delays, etc. will be reviewed by the PCM, Authority's Design and Construction Manager and the PMT Project Scheduler in the same manner as the Original Baseline Schedule submittal to confirm compliance with the contract specifications.

The PCM will document the schedule changes and any cost or time impacts resulting from the revised work plan and provide them to the Authority's Design and Construction Manager and PMT Project Scheduler. Upon approval by the Authority, the updated Baseline Schedule shall become the Revised Baseline Schedule or Current Baseline Schedule from which progress and entitlement for adjustments in Completion Deadline shall be measured. The MPS shall be revised accordingly by the PMT Project Scheduler to reflect these schedule changes in the Current Baseline Schedule.

### 10.5 Request for Extension of Time

The PCM will confirm that any DB Contractor's request for extension of time is in accordance with the Contract Documents.

The PCM, Authority's Design and Construction Manager and PMT Project Scheduler will review any DB Contractor's time impact analysis, Schedule Proposals, and all supporting documents and the PCM will take the lead to draft a recommended response to the DB Contractor's request for extension of time. Since all requests for time extension require a Change Order, the PCM's recommendation will be transmitted to the PMT Project Scheduler for further evaluation as it relates to the Master Schedule. The recommendations, plus the review by the PMT Project Scheduler will follow the process indicated for a Change Order.



The DB Contractor will be required to revise their Baseline Schedule whenever the conditions as specified in the Contract Documents occur which includes (but are not limited to) each time a Change Order is approved to verify that no further time extension or compensatory requests result from the Change Order(s). The PCM will verify the DB Contractor's compliance with the contract requirements.

## **10.6 Weekly Schedule Coordination Meetings and Monthly Schedule Progress Update Meetings**

The PCM shall attend weekly schedule coordination meetings with the DB Contractor, to coordinate all schedule activities and to monitor the DB Contractor's work progress to date. The Authority's Design and Construction Manager or designee will be updated of any issues that may cause potential impacts to the Current Baseline Schedule and/or the Work progress.

The PCM shall attend the Monthly Schedule Progress Update meetings with the DB Contractor and the PMT Project Scheduler, during the last week of each month to review and discuss the contents of the forthcoming Schedule Progress Update submittal. Additionally, the PCM is to review and monitor the critical path and evaluate the status of the DB Contract and if necessary, to review strategies to recover the schedule. The PCM will review the Change Orders for potential impact to the Baseline Schedule and verify that they have been properly accounted for in the Updated Baseline Schedule. The PCM shall keep the Authority's Design and Construction Manager and the PMT Project Scheduler informed of any potential issues, which may impact the Current Baseline Schedule and recommend resolution for each.

## **10.7 Liquidated Damages**

In the event that the DB Contractor fails to achieve Substantial Completion of the Project by the DB Contract Substantial Completion Deadline, as a result of a non-compensable delay by the DB Contractor, the Authority at its sole discretion may assess Liquidated Damages to the DB Contractor as stipulated in the Contract General Provisions and Special Provisions. The PCM, after consultation and coordination with the Authority, shall pro-actively enforce this requirement on the DB Contractor when applicable, up to the limitation of liability cap set forth in the DB Contract.

If monthly Schedule Progress Updates indicate that the contract work will be completed later than the required DB Contract Substantial Completion Deadline and the delays are the fault of the DB Contractor, then the PCM, after consultation and coordination with the Authority, shall notify the DB Contractor, in writing, of the potential for withholding Liquidated Damages and the calculated amount stated.

Liquidated Damages will be calculated from the day following the approved current DB Contract Substantial Completion Deadline date to the actual date that the Substantial Completion Deadline has been achieved and accepted by the PCM and the Authority. The Authority will deduct the amount of the Liquidated Damages from the Contractor's Final Payment Invoice.





## 11.0 CHANGES AND CLAIMS

### 11.1 General

Throughout the Project, the contract requirements and provisions may be affected by changes due to the following:

- Differing Site Conditions
- Force Majeure
- Authority-Directed change work
- Contractor-requested changes allowable under the DB Contract-General Provisions that could affect cost, quality and schedule
- Any other allowable circumstances as defined in the Contract Documents
- There may, also, be instances where one of the contracting parties perceive changes to the DB Contract that are not acknowledged by the other party, resulting in the issuing of a claim for additional time, and/or compensation.

The DB Contractor's and Authority's ability to deal with changes in a timely manner can be a major factor in cost savings and meeting project schedules since the change order process can consume a great deal of time during the project execution phases. This section describes how contractual changes and/or claims will be managed including the procedures to identify changes, obtain authorization to effect the changes, give proper direction to the DB Contractor, review and evaluate the Change Order Proposals from the Contractors, and negotiate an equitable adjustment to the Contract. Any changes to the DB Contract Documents will be executed by a Change Order in accordance with the applicable DB Contract requirements. Refer to the Contract Change Order Procedure listed in Appendix D for more details related to the Change Management procedures and work process.

The goals of the Change Order process include the following:

- Identify potential changes to the DB Contract as soon as possible
- Issue directions to the DB Contractor for completion of the work
- Negotiate fair and equitable adjustments
- Provide prompt payment to the DB Contractor for the changed work

Prior to being incorporated into the DB Contract by formal Contract Change Order, the contract-related changes shall be fully documented and within the authorized contract contingency amount in order to comply with the Authority's and Federal and State regulations. Additionally, Contract Change Orders shall be approved with the proper Authority's Delegation of Authority signatory authorization(s) prior to the DB Contractor commencing with the changed work.



## 11.2 Delegation of Authority

The Authority's Delegation of Authority Matrix for Division of Design and Construction (DOA) is to be used by the PCM and other Project staff. All Project staff shall comply with the specified delegation of authority levels as indicated. The PCM will verify that all Contract documents are approved and signatures obtained by the appropriate Authority's delegation of authority levels as shown in the DOA.

Refer to the Delegation of Authority Matrix for Division of Design and Construction which is included in Appendix C.

## 11.3 Awareness of Potential Changes, Proposals, Claims and Disputes

The PCM shall take a proactive approach towards claims avoidance. The PCM will continuously monitor all correspondence, reports and other documents to confirm accuracy, completeness, uniformity, and compliance with the Contract Documents. They must also, maintain an awareness of conditions and controversies that could lead to changes to the DB Contract, claims, or disputes, such as differing site conditions and omissions or conflicting information in the Contract Documents. Early recognition and documentation of these situations will provide a clear record and audit trail. It is essential that the PCM keep the Authority's Design and Construction Manager informed of these matters. The PCM is responsible to maintain a Trends log, in CMS, to log and track all potential changes when each is first known, through to close out of the CO. A standard Trends Log is to be used and is included in Appendix G.

It is the PCM's responsibility to pro-actively pursue all contract changes, especially those involving cost and time impacts, and DB Contractor claims from inception through resolution and closeout.

## 11.4 Authority-Directed Changes

When a potential change to the DB Contract is initiated and authorized by the Authority, the PCM will prepare the Finding of Fact (FOF) form (see Section 11.6 below) and obtain authorization from the delegated Authority's Representative and the Change Control Committee (CCC), if required as per the DOA. Upon the Authority's approval, the PCM will prepare a standard Directive Letter form (DL) for signature by the delegated Authority representative and then, will issue the signed DL to the DB Contractor, providing direction as stated in the DL. The PCM will track and maintain the log of all DLs, in CMS, and update the status of each, at least weekly. As each potential change advances through the change management process, all related documentation will be linked to the Change Management Log and tracked in Share Point by the PCM until completion of the changed work and/or closeout. The Finding of Fact, Notices, Change Management, and Change Order modules will provide a historical record and complete document trail for each potential change from the Authority.

Refer to the standard Finding of Fact (FOF) form, the standard Directive Letter (DL) form, and the Notice Log, Change Management Log and Change Log which are included in Appendix G and will be used for the Project.

The Authority will inform the FRA of all Authority-Directed changes and when a DL has been issued to the DB Contractor, during the regularly scheduled CCC meetings.



## 11.5 Change Notices from Contractor

As a condition precedent to the Contractor's right to a Change Order, the DB Contractor may submit a written Contractor's Change Notice (CN) with the required information as specified in the DB Contract Documents. The PCM will prepare an acknowledgement letter to send to the DB Contractor in response to the DB Contractor's CN, which may acknowledge merit or deny merit or request additional information or request a Change Order Proposal. The PCM will track and maintain all CNs in CMS, and update the status of each CN, at least weekly. As each CN progresses through the change management process, all documentation related to each CN will be linked and tracked by the PCM, in CMS, until completion of the changed work and/or closeout. The Finding of Fact, Notices, Change Management, and Change Order module will provide a historical record and complete document trail for each potential CN. A standard Contractor's Change Notice Form (CN) and standard Notice Log are included in Appendix G for use on the Project.

The DB Contractor will submit their Change Order Proposal (COP) as specified in the Contract Documents. The Contractor shall use the standard Change Order Proposal (COP) Form, which is included in Appendix G, to submit with the COP for the Authority's review. The PCM will review the Contractor's Change Order Proposal, in coordination and consultation with the Authority's Design and Construction Manager, to assess and determine if entitlement will be authorized by the Authority.

Whenever possible, any CN and COP submitted by the Contractor (with the Authority's concurrence of entitlement), should be negotiated and an executed CO issued prior to proceeding with the work. However, in the event that a negotiated agreement cannot be reached, the PCM will draft a Directive Letter for signature by the Authority's Director of Design and Construction or other delegated Authority representative and transmit it to the DB Contractor, which will direct the DB Contractor to proceed with the work on a Time and Material or Change Order Accounting basis until completion. When the Work is completed and accepted, the DB Contractor will submit their COP in accordance with Section 11.10, Time and Material Change Orders.

## 11.6 Finding of Fact

The Finding of Fact (FOF) document will be prepared by the PCM for both, Authority-Directed Changes and Contractor requested changes. The PCM will describe the scope and extent of the change in detail, substantiate the justification for the change, provide a listing of affected contract documents (drawings and/or specifications), provide complete backup and history of the change, prepare an independent cost estimate, prepare a schedule analysis, if required, prepare PCM's recommendations for merit and assessment of the potential change, if applicable (for CN's only), record of negotiations, etc. The standard Finding of Fact (FOF) Form is included in Appendix G and will be used for the Project.

The PCM is responsible to coordinate the review of all of these potential changes within the relevant Authority and PMT groups for input or comments-e.g. Engineering, Environmental, ROW, Third parties, Operations and Maintenance, and any others as may be required and incorporate all applicable comments into the change work. All review comments will be attached or linked within the appropriate sections on the FOF form, as required.

If the potential change is determined to have merit by the Authority, the PCM will provide a copy of the DB Contractor's COP to the PMT Change Control Manager. The PMT will review all



authorized changes for potential program-level or configuration implications. If the change is determined to be a configuration change, the PMT will begin the Configuration Management process, as specified in the Program-Level Configuration Management Plan, which is listed in Appendix F.

The FOF shall include the names and signatures of the preparer(s) and the approver(s) of this document and it will be uploaded into SP by the PCM for the Project records.

If any potential change is required to be presented to the Change Control Committee (CCC) for review and approval, the FOF will be distributed to all CCC members prior to the regularly scheduled CCC meeting for their review and comments or concurrence and/or direction for further actions, etc. as needed.

The completed FOF forms will provide an auditable record from the initial submission of the CN or issuance of the DL until negotiations have been concluded and the Record of Negotiations have been prepared, including the basis for the agreement(s) and estimates to justify the negotiated final costs.

## 11.7 Negotiation Process

For Authority-Directed changes, the PCM will endeavor to prepare an independent cost estimate and a time impact estimate as soon as possible, and preferably, prior to receiving the DB Contractor's Change Order Proposal. Also, for Change Notices submitted from the DB Contractor, if there is sufficient information provided or it is available from another reliable source, the PCM will endeavor to prepare an independent cost estimate and a time impact estimate as soon as possible, and preferably, prior to receiving the DB Contractor's cost proposal. The PCM shall use Timberline (or equal) estimating software for preparing the independent cost estimates for the Authority's review.

Changes to the DB Contract, in the amount of \$100,000 and above, will require an independent cost estimate for the proposed changed work by the PCM. The estimate must contain any schedule impacts, if applicable.

Whenever possible, the independent cost estimate should be prepared and dated before the DB Contractor's COP is received. However, where the DB Contractor's COP predates the independent cost estimate, a certification must be prepared by the PCM stating that this cost estimate was prepared independent of the DB Contractor's COP.

For smaller changes of less than \$100,000, the PCM may prepare a rough order of magnitude cost estimate (ROM) or an engineer's estimate for comparison with the Contractor's COP, in lieu of preparing an independent cost estimate. However, there may be a tendency for the DB Contractor to try to separate some larger changes into multiple smaller changes, each of less than \$100,000, in order to circumvent the CO approval process, with their expectations to get a quicker negotiated agreement and payment for certain changed work. The PCM must emphasize to the DB Contractor that this approach to the change management process is unacceptable to the Authority and will not be tolerated. The PCM shall monitor the Contractor's submitted CNs and COPs to confirm that the DB Contractor does not take such an approach.

The Contractor's COPs shall include a cost proposal or price breakdown in sufficient detail to permit an analysis of all labor, material, equipment, subcontracts, overhead costs, and profit for the full scope of work to be covered in the change. Subcontractor cost proposals included as part of the Contractor's COP shall have similar cost details. If the COP includes a time



extension, the Contractor must prepare a time impact analysis in sufficient detail to demonstrate how the proposed scope change affects the critical path and the total duration of the impacts. Each item of cost, value, or performance time must be reasonable and justified by the Contractor.

When the Contractor has submitted their Change Order Proposal, the PCM will review and compare it with the independent cost estimate or engineer's estimate (depending on total estimated value) and will prepare their merit assessment, cost and schedule analysis and final recommendations for review and approval by the Authority's Design and Construction Manager or other delegated Authority representative, depending on the Delegation of Authority Matrix limits. The FOF form is to be updated to record the PCM's analysis, evaluation, and recommendations of each COP submitted. The PCM must verify that a cost or price analysis is performed for all potential Change Orders. The Cost/Price analysis is defined as the review and evaluation of the separate cost elements of a Contractor's COP. The objective of the cost analysis is to verify that the costs submitted in the Contractor's COP will accurately reflect the Contractor's actual costs incurred in performing the changed work and these costs are fair and equitable compensation for this work.

The PCM shall submit the updated FOF, which will include the FOF with the technical and other relevant reviews as required, and other supporting documents attached, the cost and schedule analysis and recommendations from the PCM, etc. as required, to the Authority's Design and Construction Manager or other delegated Authority's representative via SP for review. The Authority will review these documents and advise their concurrence and/or comments related to the preferred negotiating position. Typically, the PCM will take the lead in the negotiations with the Contractor. However, the PCM will consult with the Authority's Design and Construction Manager to confirm who will lead each negotiation session and the proposed negotiation strategy to be used.

A pre-negotiation (strategy) meeting, if deemed necessary, may be held to discuss the proposed change issues, the recommended negotiating strategy, who should lead the Authority's negotiation team and any other related discussions. With concurrence from the Authority, the negotiation meeting(s) may be scheduled to resolve a number of changes individually or bundled together.

The PCM will coordinate with the Contractor to schedule the negotiation meeting and agree to who will attend from each negotiation team.

At the negotiation meeting, if a settlement agreement is reached with the DB Contractor, a verbal conditional agreement can be given to the DB Contractor, but may be subject to the further approval levels within the Authority, (depending on the Delegation of Authority Matrix level required). The PCM will coordinate with the Authority as needed, to obtain the appropriate approval(s) as quickly as possible and confirm the agreement terms with the DB Contractor.

Upon approval from the Authority, the PCM will update the FOF form, describing the negotiation details/agreements in the Record of Negotiation Section (RON), including all of the pertinent details from the negotiation meeting(s). The RON records shall list all participants and the dates of all negotiation meetings. The RON will include the items examined, production, material costs and quantities, equipment rates and hours of use, time delay analysis, etc. The actual agreements will be defined item by item (e.g. costs of labor, materials, equipment, subcontractor, overhead and profit, and time). Any unresolved items will be identified, and both the Authority and DB Contractor positions will be fully recorded and qualified. As an option, the RON may be prepared as a separate document and attached to the related CO file in SP and in



this case, the PCM will note in the RON section of the FOF form that the RON document has been included as a separate document for the Project record.

Following the RON recorded on the FOF form, the lead negotiator from the Authority's team or designee may prepare the Proposed Change Order form (PCO) as soon as possible after final negotiations have been concluded. The PCO will record the general terms and conditions of the negotiated agreement, including the agreed payment method and specific payment items and amounts, which will be confirmed by the representatives of the negotiation parties from the DB Contractor, the Authority, and the PCM. PCM is responsible to upload the PCO into CMS and to transmit the final PCO to the Contractor, the Authority's Design and Construction Manager and other Authority staff as needed. The PCM will, also, label the PCO with the standard CO code in CMS to identify and track the related costs in the appropriate cost category. The final PCO is the primary record document of the negotiations agreement for all parties and will be used as the basis for the preparation of the Contract Change Order form.

As an option for each Project, with the concurrence of the Authority's Design and Construction Manager, the PCM may not be required to prepare a PCO form and may proceed directly to preparing the draft CO form. In this case, the standard CO code will be recorded and tracked in the Change Order module in CMS.

Multiple PCOs may be combined into one separate Change Order, upon concurrence for the delegated Authority's representative.

The standard Proposed Change Order (PCO) form is included in Appendix G and it may be used by the PCM for preparing and distributing these documents. Also, the standard CO codes to be added in the CO module are shown in the Contract Change Order Procedure, which is listed in Appendix D.

## 11.8 Executed Change Orders

After distributing the final PCO to all parties, the PCM, in consultation with the delegated Authority's representative, will prepare the draft Change Order form (CO). The PCM will transmit the draft CO form to the Authority's Design and Construction Manager or other delegated Authority's representative and PMT Change Control Manager for review and the Authority's concurrence.

Prior to the execution of each CO, the Authority's Chief Financial Officer (CFO) shall confirm that the funds have been encumbered for each Change Order as described in the Authority's Contract Change Order Procedure.

Upon the Authority's concurrence, the PCM will transmit one original of the CO document to the DB Contractor for their signature. After the DB Contractor has signed this document, the Contractor will transmit the original signed CO form to the PCM and the PCM will forward it to the Authority's Director of Design and Construction or other delegated Authority representatives for final approvals and signatures as per the Authority's Delegation of Authority Matrix for Division of Design and Construction.

When the CO has been approved and signed by the delegated Authority representatives, the original fully executed CO document will be transmitted to the DB Contractor by the PCM and one scanned hard-copy of the original executed CO document will be retained in the PCM's record files. Also, an electronic copy of the executed CO will be uploaded by the PCM into the Change Order module in CMS for the Project records.



The PCM shall track and maintain the current status of all potential Changes from receipt of Change Notices or issued Directive Letters in the Change Management Log in SP until each one is fully closed out. The PCM will upload, maintain, and archive all related Change supporting documents (including DL, CN, COP, ROMs, Independent Estimates, PCOs, CO, and any other related documents) into the individual CO files within the Change Management Log to facilitate access to all change documents throughout the change order process and until close out of the Project.

Refer to the standard Change Order (CO) form, Change Log and the Change Management Log, which are included in Appendix G and these forms and logs will be used on the Project.

The Authority will notify the FRA of all executed COs during the regularly scheduled Change Control Committee meetings.

### **11.9 Change Orders and Task Orders for Contract-Specified Provisional Sum Items**

The Authority may elect, in its sole discretion, to pay for related Change Order work with funds from the Contract-Specified Provisional Sum values (to the extent of any available funds in the Provisional Sum), or the Authority may elect to pay for any Change Order with other funds, as specified in the DB Contract. If, at any time, a positive balance remains in the Provisional Sum amount specified in the DB Contract, the Authority may elect to deduct the balance from the Provisional Sum amount and credit such amount to the Authority.

Payment for any Provisional Sums items may be authorized by an executed Task Order Proposal (TOP) or an executed Contract Change Order (CO), at the option of the Authority's Director of Design and Construction.

If the Authority elects to use CO's to authorizing payment from Contract-specified Provisional Sums items, the PCM will follow the same Change Order process as described in Section 11.0, Changes and Claims, except these COs will include the following additional details;

- Each CO will have a "net zero dollar" value (increase of contract price offset by reduction of provisional sum)
- Each CO will specify the related Provisional Sum item(s) from which payment will be made and all related payment items to be used for payment of this work
- Contract Price will be increased based on the related total CO work costs as negotiated with the Contractor or as unilaterally determined by the Authority, if no mutual agreement could be reached.
- CO will state that the related Provisional Sum item(s) total amounts will be reduced by the related CO work costs as negotiated or as unilaterally determined by the Authority as stated above
- CO will state that the Total Contract Price value (Contract Price plus Total Provisional Sum) will remain the same value

The PCM will log and track each CN, DL, COP, PCO and CO related to Contract-Specified Provisional Sum items from initial submission from the DB Contractor until completion of all related work and until all related payments have been made.



If the Authority elects to use TOP's to authorize payment from Contract-specified Provisional Sums items, the PCM will follow the Task Order process as described in Section 3.9.6, Payment from Provisional Sum Items.

## 11.10 Time and Material Change Orders

When a negotiated agreement cannot be reached in advance on items of extra work or perceived extra work or for any other reason which may result in additional cost and/or schedule impacts to the Contract work, the PCM will prepare a draft Directive Letter for signature by the Authority's Director of Design and Construction or other delegated Authority representative-based on the Delegation of Authority Matrix for Division of Design and Construction, to direct the Contractor to proceed on a Time & Material (T & M) basis in accordance with the applicable DB Contract Documents. The PCM shall also prepare documentation explaining the need to proceed with the work in advance of a fully executed Change Order (i.e. what is being impacted and why). During the execution of this work, the DB Contractor shall prepare and maintain the T & M records on a daily basis on the standard Daily Cost Tracking Report-Field Form. The PCM shall monitor the DB Contractor's T&M work and verify that it is being performed in a reasonable and cost efficient manner. The PCM shall review the actual total quantities of labor, equipment, and materials, etc. used by the DB Contractor and provide their concurrence signature on the Daily Cost Tracking Report-Field Form daily. Good communication and coordination between the PCM and the DB Contractor is essential to determine that the work is performed in the most cost and schedule efficient manner.

Agreement between the PCM and the DB Contractor on the equipment to be used and the established equipment rates at the beginning of each work activity is very important. In addition, if the DB Contractor brings equipment onto the DB Contract site solely for the T & M work, the DB Contractor is entitled to reimbursement for transportation costs, both to and from the DB Contract, as well as, the time of loading and unloading the equipment and when the equipment is being operated during the T & M work paid for under the CO. Utilizing equipment already on site may be more cost efficient, as long as the other work is not impacted and the equipment is not disproportionately sized.

Labor rates are established based on the certified payrolls. The PCM and the DB Contractor will coordinate the size of the labor force required and the cost effectiveness of authorizing overtime, if required.

The requirements for materials used on a T&M basis are the same as any other materials utilized on the DB Contract. Materials may be used from existing stock if supported by certification and vendor invoices. If any existing stock may have already been paid for by the Authority as "Unincorporated Materials", the PCM shall perform the necessary reconciliation so that no double payment occurs.

The rates and mark-up shall be used for calculating the change in the Contract Price as specified in the DB Contract.

Upon completion and acceptance of the T & M work or on a monthly basis, if agreeable by the Authority, the DB Contractor shall submit their COP, including all signed Daily Cost Tracking Report-Field forms, the related standard Time and Material/Change Order Accounting Cost Report forms, and all required back-up documents for the Authority's review and approval. Upon receipt of the COP, the PCM will review these documents and make their recommendations to the Authority's Design and Construction Manager for issuance of a PCO, if acceptable. If the



PCM finds the COP to be incomplete or inaccurate, the PCM will send their comments to the DB Contractor to revise the COP. The PCM and the DB Contractor may need to arrange a meeting to discuss and resolve the comments before the revised COP is re-submitted by the DB Contractor. When there is mutual agreement on the total costs between the PCM and the DB Contractor, the DB Contractor will resubmit their COP for the Authority's review and approval.

Upon approval by the Authority, the PCM will prepare a Proposed Change Order (PCO) for the completed work. The PCO and the subsequent CO will follow a similar process as other PCOs described in Section 11.0, Changes and Claims and the Contract Change Order Procedure, which is listed in Appendix D. The standard Daily Cost Tracking Report-Field and Time and Material/Change Order Accounting Cost Report forms are included in Appendix G and are to be used on the Project.

### **11.11 Unilateral Change Orders**

As part of the normal Contract administration process, Change Orders will be agreed to and signed by the DB Contractor and the Authority. However, in the event that the DB Contractor disagrees with the terms of the Change Order, the Authority may direct the Work to proceed by processing a unilateral Time and Material Change Order or other CO as allowable in the DB Contract Documents. This situation may occur when the DB Contractor is not willing to do the work, or may agree to do the work, but disagrees with certain terms of the specific Change Order, e.g.-total costs or time extensions. In the case where the DB Contractor has been given the opportunity to sign the Change Order, but refuses to provide their signature, the Authority may direct the DB Contractor to proceed with the changed Work as specified in the unilateral Time and Material Change Order or as allowable in the DB Contract Documents.

The PCM will prepare the Directive Letter for the Authority's review and approval signature and then, upon the Authority's approval, the PCM will transmit it to the DB Contractor for their immediate actions. This work, as directed and performed, will be calculated using the Time & Material process as specified in the Contract Documents and as indicated in Section 11.10, Time and Material Change Orders in this Manual.

Issuing a unilateral change order allows the work to proceed without agreeing to the terms and details of the change. An unsigned Change Order, however, indicates that the DB Contractor does not agree with all terms of the Change Order, and therefore, the directed work may be considered as a claim or dispute if the DB Contractor submits such written notice. Reference is made to Section 11.13, Contractor's Claims and Disputes in this manual.

In addition, this type of CO may be used to modify the DB Contract where there are no cost or schedule impacts. The Unilateral Change Order process will be similar with other COs, with the exception of obtaining the DB Contractor's signature.

Emergencies may require immediate action by the DB Contractor. If it is deemed that the proposed changed work must proceed immediately to avoid unnecessary costs and/or unrecoverable delays to the DB Contract Work and/or schedule, the DB Contractor may be directed to proceed by the Authority using an Unilateral Change Order, up to a specific dollar amount.



The use of a Unilateral Change Order should be limited to those instances when the critical nature of the changed work and/or the scope of this work make it impracticable to forward price the change or to have a Change Order approved and signed in advance of the critical work being performed.<sup>1</sup>

## 11.12 Federal Railroad Administration Review of Change Orders

Those design changes, which also require a contract change order to modify the DB Contractor's scope of work, will follow the change approval process in accordance with the contract requirements. After the Authority has determined that the request for change order has merit, the Authority will notify the FRA, typically, during the regularly scheduled Change Control Committee meeting. It will also be routed for environmental review, if necessary, to follow the same environmental review and documentation (consistent with NEPA and CEQA regulations) as the design change process as specified above.

For any potential change order that are minor in nature environmentally, it does not require circulation and will be documented on a memo to file by the PCM, with a copy forwarded to the FRA for their concurrence and the change order negotiation process will continue. For any potential change order that require a supplemental EIR/S circulation, the Authority will send it to FRA for their review and concurrence before final approval and signature of the change order.

Potential Change Orders that do not require modifications to the approved environmental documents will follow the standard contract requirements. In addition, the Authority will send a copy of each potential Change Order to the FRA for information, upon determination of merit by the Authority. For potential Change Orders that are significant and change the original project concept, the Authority will send each one to the FRA for their review and approval. All Authority approved change orders will be regularly reported to the FRA, including all required supporting documentation, during the regularly scheduled Change Control Committee meetings.

This process is shown in the Design Submittals/Change Order Flowchart included in Appendix E.

## 11.13 Contractor's Claims and Disputes

### 11.13.1 Claims/Dispute

When the DB Contractor believes that a potential claim or dispute situation has occurred, the DB Contractor shall first seek to resolve the dispute through the partnering process, using the issue resolution ladder in accordance with the Authority's Delegation of Authority Matrix for Division of Design and Construction (Appendix C). If the claim/dispute cannot be resolved through partnering, the DB Contractor shall submit a written request, including the required documentation and supporting data in accordance with the Contract Documents, for the Authority's decision. If the written notice is incomplete, the PCM shall immediately notify the DB Contractor in writing. The PCM will notify the Authority's Design and Construction Manager and the PMT Change Control Manager of all potential Contractor's claims or disputes and keep each updated on the status of each such issue. The PCM will evaluate each claim/dispute for

---

<sup>1</sup> Note: The Authority's Design and Construction Manager or other delegated Authority representative must approve and sign each Unilateral Change Order prior to each being sent to the Contractor.



entitlement of labor, material and equipment, and attach any supporting documentation from the field records, including all available additional background information concerning the claim/dispute. The PCM shall provide their recommendations regarding entitlement, potential exposure and strategies for resolution for the Authority's review, their decisions and the follow-up actions required. The DOA matrix indicates the steps and levels of authority within the Authority for resolution of all claims and disputes.

The PCM will maintain a potential claims/dispute record file in CMS for each claim/dispute, which may result in additional costs or time impacts. This record file will include (but are not limited to) the following:

- A chronology of all related written correspondence for each claim/dispute
- Meeting minutes related to discussions with the DB Contractor to discuss and attempts to resolve each claim/dispute and the related cost and schedule impacts
- Written recommendations from the PCM for settlement of each claim/dispute
- Minutes of meetings with the DB Contractor to discuss the claims/disputes in order to understand each other's position and options for timely resolution, etc.
- Following meeting discussions with the DB Contractor, the PCM shall prepare individual merit assessments and analysis documentation with their recommendations regarding entitlement and strategies for settlement to the Authority. A copy of the merit assessment and analysis documentation shall be included in the files.
- Have further communications, as needed, with the delegated Authority's representatives to assist the Authority with developing strategies, making decisions, and determining further actions to be taken for resolution or disputing the claim/dispute. The PCM shall prepare notes of these communications and include copies in the project files.
- Documentation on the selection of the DRB members who will review claims/disputes, if applicable
- Copies of all written responses to DB Contractor, stating the Authority's final positions/directions for each dispute.
- Copies of the DRB's final written decision for the dispute, if applicable.
- If the Authority decides to settle the dispute, the PCM shall proceed to negotiate and resolve the dispute with the DB Contractor as per the Authority's direction. The PCM shall document these negotiations and include copies in the Project document control system.

In addition, the PCM is responsible for the following:

- Maintain a claims/disputes log of all claims and disputes with time and cost estimates, relevant dates, and any disputes relationship with other disputes until each dispute is closed out. The log will reflect the status of all issues/disputes through to final resolution.
- Submit monthly claims/disputes status narrative reports and logs with trend analysis as part of the PCM's Monthly Compliance Status Report
- If requested by the Authority, the PCM shall provide expert witnesses to assist in the evaluation and resolution of the DB Contractor's dispute.



### **11.13.2 Dispute Resolution Board**

A standing Dispute Resolution Board (DRB) will be established to assist in the resolution of disputes, claims and other controversies in accordance with the Contract Documents. The PCM will assist the Authority in the DRB selection process by communication and coordinating between the delegated Authority's representative and the DB Contractor to facilitate the approval of the proposed DRB members, as specified in the Contract Documents. The PCM may assist with the negotiations of an interim agreement with these two respective DRB members. After selection of the third DRB member, the PCM may assist and facilitate the execution of the three party agreements in a timely manner, which is included in the Signature Document.

The PCM shall provide assistance and support to the Authority, as needed, prior to, during, and after the DRB operations and process, including meeting with the DB Contractor and the Authority to resolve disputes related to cost and schedule issues. Any known or anticipated deviation from the schedule, which cannot be resolved, shall be noted and brought to the attention of the Authority.

During the DRB hearings, representatives from the Authority, PCM and the DB Contractor shall attend as required. The PCM will assist the Authority to present their evidence, documentation and testimony in support of the Authority's position.

The DRB will issue their final decision for resolution of the dispute in writing to the Authority and the DB Contractor in accordance with the Contract Documents. The PCM shall log, track and distribute these documents to the Authority representatives as needed. If neither party appeals the DRB's decision to Arbitration as allowed by the DB Contract and applicable laws, the DRB decision shall be final. The PCM shall promptly proceed with the Change Management process if any contract changes are required.

### **11.13.3 Arbitration**

If either Party disagrees with the DRB's decision as allowed by the DB Contract and applicable laws, the Party may request mandatory binding arbitration. The PCM shall assist the Authority with the process of selecting three arbitrators and arranging the Arbitration hearings process. The Arbitration Hearing, if needed, will follow in a similar manner with the DRB process as described in the Contract Documents.



## 12.0 RIGHT OF WAY

The Right of Way Acquisition process is a critical element for the construction of the CHSRP. The Authority has procured multiple Right-of-Way Consultants and multiple Right-of-Way surveying firms to implement and facilitate the survey, appraisal, negotiation and acquisition of the required Right-of-Way (ROW) parcels along the CHSRP alignment. These Consultants are contracted by the Authority with day-to-day management by the Authority's ROW Contract Manager, with coordination and guidance from the ROW Manager (ROWM). The ROWM shall perform oversight and coordination of the Authority's Consultants performing ROW activities as required in accordance with the ROW Acquisition Plan. The ROWM shall be responsible to coordinate between the Authority and the PCM to facilitate the DB Contractor's access to the ROW parcels as required in the approved Contractor's Baseline Schedule.

The PCM shall become familiar with the specific ROW acquisition requirements for each DB Contract based on the Authority's ROW Acquisition Plan and the Contractor's Approved Baseline Schedule. In order to verify that these commitments are complied with, the PCM shall understand all agreements, stipulations, and commitments made by the Authority to the property owners, which may or may not have been incorporated into the Contract Documents. The Authority's ROW Manager or designee will provide all such documents to the PCM for their use, and to transmit each to the DB Contractor, as required.

The PCM shall be responsible to coordinate between the DB Contractor, the Authority's ROW Manager, ROWM, and the ROW Consultants so that the property access is efficiently coordinated. However, if the acquisition of an individual or a group of parcels may be delayed, the PCM, in coordination with the DB Contractor and the ROWM, will review the construction schedules and ROW trending information to develop the options for work-around options, as required.

In addition, the PCM shall provide oversight management including the following (but may not be limited to):

- Coordinate information-sharing workshops between the Authority's ROW Manager, ROWM, and the DB Contractor as required. Meeting minutes shall be prepared by the DB Contractor and sent to the PCM for review and concurrence. The PCM shall distribute each to the Authority and PMT as needed.
- Check the DB Contractor's ROW report submissions for DB Contract compliance
- Provide oversight of the DB Contractor's temporary construction easements activities so that proper access is granted to meet the planned construction work schedule
- Work with the DB Contractor to review and comment on the access maps (for the adjacent property owners) as required
- Administer the change control process for changes to the Baseline ROW Acquisition Plan as needed
- Monitor and record DB Contractor's actions following a change in the ROW Acquisition Plan
- Coordinate with the Authority's ROW Manager and ROWM in the management of any excess or surplus land. If requested by the DB Contractor, excess land may be available for the DB Contractor's use pending any environmental clearances, land uses requirements, etc. as required



- Issue ROW certificates to the DB Contractor to authorize the DB Contractor to access the ROW property when the properties are acquired

The DB Contractor shall be responsible to identify and acquire any additional temporary easements required by the DB Contractor to perform the design and construction work, which have not already been identified in the ROW acquisition plan and acquired by the Authority. The PCM shall monitor the DB Contractor's compliance with Contract Documents and the schedule requirements.

The PCM shall log, track and monitor all acquired ROW parcels, which have been given authorization by the Authority, to access and occupy by the DB Contractor in order to assure the Authority that the construction will not start in any areas, which have not been acquired and authorized by the Authority.

Refer to the Right of Way Process Flowcharts included in Appendix E for more details of the roles and responsibilities.



## 13.0 PUBLIC INVOLVEMENT

### 13.1 General

Public awareness and community relations efforts will be critical to the public acceptance of the Project. Communications, community involvement, and minimizing impacts to businesses, residents and traffic are critical components to the successful implementation of the Project. The Authority has developed a Community and Outreach Manual (COM), listed in Appendix F which includes a Program-wide set of goals and objectives for construction-related activities, including community relations (with specific outreach to impacted businesses, residents and others), construction and traffic mitigation, public information and responsiveness to public concerns along with the roles and responsibilities for all employees working on the Project when dealing with the media and elected officials and their staff. The Authority's COM will be updated by the Authority through a collaborative effort with the PCM and the DB Contractor to create and maintain an ongoing process for Project communication between the Authority, DB Contractor, PCM, key stakeholders, agency representatives, and the general public for the Project.

The DB Contractor is expected to provide the experience and expertise to effectively implement a program that will accomplish the goals identified by the Authority, which include:

- Maintain, improve and build positive Public Involvement of the CHSRP;
- Providing regular reports on the DB Contract's progress to the PCM and the Authority;
- Providing meaningful mechanisms for community outreach and responding to Project area concerns; and
- Mitigating construction impacts for DB Contract's area residents, business owners, and commuters.
- Support the Authority's Public Involvement Program

Above all, the DB Contractor's communications team must place a high priority on being responsive to the concerns of the public, neighborhoods, and business owners throughout the duration of the DB Contract. The PCM is responsible for oversight and management of the DB Contractor's Public Involvement Plan (PIP) and will coordinate closely with the Authority's External Affairs Team. (See Section 13.2.2).

### 13.2 Roles and Responsibilities

#### 13.2.1 Authority's Role

The Authority will maintain overall responsibility for Public Involvement and information for the entire Project. The Authority's responsibilities will include:

- Providing overall leadership in establishing the Project's communications policy and strategic direction.
- Providing the PCM and the DB Contractor with communications goals and objectives.



- Verifying that the DB Contractor's communications programs and products are consistent Program-wide and in line with the Authority's overall public information and involvement efforts.
- Conducting Authority-sponsored public relations activities targeted to the general public.
- Monitoring the DB Contractor's performance for compliance with the DB Contractor's Public Involvement Plan (PIP).
- Identifying Stakeholder representatives in each DB Contract.

### **13.2.2 Design Build Contractor's Role**

The DB Contractor will be the focal point for the public involvement effort to prepare affected neighborhoods for construction and to minimize the actual impact of construction. The DB Contractor shall have primary responsibility for performing the Project-specific Public Involvement (PI) activities. The DB Contractor shall be responsible for day-to-day PI and mitigating the impact of construction for businesses and residents in the Project area, as defined in the Contract Documents, including the DB Contractor's Proposal.

The DB Contractor shall develop and submit the Contractor's PIP to the PCM as specified in the DB Contract Documents and the PCM shall transmit to the Authority's External Affairs Team for review and shall be subject to SONO. In addition, the Business and Residential Impact Mitigation Plan must be included as a subset of the PIP. The PIP must reflect the Authority's communications goals and objectives and must target PI activities to those most affected by the construction of the Project. The Contractor's PIP must include, but may not be limited to, the items described in the General Provisions.

The DB Contractor shall update the PIP at least semi-annually, soliciting input from the businesses and residents along the ROW corridor and the stakeholders' representatives. A copy of each update shall be submitted to the PCM and the PCM shall transmit these submittals to the Authority for review, and shall be subject to SONO.

The DB Contractor must provide monthly reports of activities undertaken to implement the PIP to the PCM. The monthly report must be submitted in a format agreed upon by the Authority on or before the tenth day of the month for activities undertaken during the previous month via the Authority's web portal, when available.

The DB Contractor will be responsible for self-assessing the effectiveness of the PIP. Working in conjunction with the Authority's public involvement team, the DB Contractor will provide information to the Authority that will be used to determine if any course corrections are needed in the delivery of information and interaction activities with Project area residents, businesses, and commuters.

The DB Contractor will also be responsible for coordinating all PI issues directly with the Authority that arise within and adjacent to the geographical limits of the DB Contract during the time the DB Contract is in force.

### **13.2.3 Project & Construction Management Consultant's Role**

The PCM shall provide general oversight of the Contractor's PIP and the Contractor's PI Team including the following:



- Reporting on effectiveness of the PIP and the PI Team along with recommendations for possible improvements, lessons learned for other Authority contracts and engagements, and DB Contractor's responsiveness to Public comments.
- General oversight of the DB Contractor produced materials, with coordination and approval from the Authority.
- Coordination and facilitation of the DB Contractor Public Involvement and the Authority Communication teams for review and approval of materials.
- Oversight of the DB Contractor's Public Involvement contacts database and provide guidance for communication with individuals and groups.
- Close coordination with the Authority PI teams in support of DB Contractor's PI activities.

In addition, as requested by the Authority, the PCM shall provide coordination, support, and personnel for the Authority in any Authority initiated events, such as community outreach, media, bilingual services, and other public information efforts. The PCM shall also assist the Authority with coordination of public and agency interaction elements of the environmental compliance requirements specified in the Final Environmental documents and permit conditions. Upon the Authority's request, the PCM shall draft, produce and distribute informational materials and graphics for these public outreach events along with provide other event logistics, etc. as may be needed by the Authority.

### **13.3 Database**

All contacts made by the DB Contractor shall be logged into a database that is capable of tracking the contacts made with the public and the agencies. The DB Contractor shall log the contacts and responses into the Authority's database on a monthly basis via the Authority's web portal.

A data referencing system shall be developed by the DB Contractor to track the distribution of handouts and mass mailings in order to minimize the amount of hard copy information filed. A standardized form will be developed by the DB Contractor to log all pertinent contact information and include each in the database. The database shall document all contacts with the public and be capable of recreating what transpired during the DB Contract, i.e., initial contact, communications and ultimate resolution.

Contacts will include, but are not limited to, the following:

- Complaint/Comment Forms
- Responses to the Hotline Calls and Complaint/Comment Forms
- Emergency calls relating to hazardous conditions, Unforeseen Utility Disruptions, Traffic Signal Emergencies, etc.
- Emergency and/or unforeseen disruptions
- Construction Schedule/Maintenance of Traffic and Access - Business and Residential Impact Mitigation Plan

The PCM shall provide oversight of the DB Contractor's contacts database including checking for the new contacts and the existence of groups, especially groups which may be under represented or underserved (Title VI of the Civil Rights Act of 1964) in the PI process along with



business owners, community leaders, and residents. The PCM may provide guidance for communication from the Authority.

### **13.4 Business and Residential Impact Mitigation Plan**

The DB Contractor shall complete, update, and submit its Business and Residential Impact Mitigation Plan (to be included as a subset of the PIP) based on the summary submitted with its proposal documents. Elements of this Plan as specified in the Contract Documents shall include, but are not limited to, the following:

- Door Hangers
- Access Maps
- Changes to Access
- Garbage and Recycling Removal
- Construction Kiosks
- Web address/Link
- Radio Public Service Announcements
- Newsletter
- Compliance with the Authority's Limited English Proficiency Plan

### **13.5 Community and Business Updates/Neighborhood Meetings**

The DB Contractor shall provide community and business updates to give stakeholders the opportunity to discuss the Project. Neighborhood meetings must be held at an appropriate, easily accessed venue, and for convening the updates at a convenient time for maximum attendance. The information displayed or discussed shall include schedule, staging, maintenance of traffic and access, and any other Project information. The stakeholders will be provided the opportunity to participate in all community and business updates. The DB Contractor will attend neighborhood meetings to give construction updates as needed. The written and oral communication may be given in a language understood by the primary community stakeholders, as appropriate.

The PCM shall monitor and provide support on the Contractor's PI initiatives and coordinate the initiatives with the Authority's PI Team.

### **13.6 Construction Tours**

The Authority's Design and Construction Manager or designee, through coordination and consultation with the PCM, will manage and handle requests for construction tours from any external agencies and/or other organizations, in consultation with the DB Contractor, including scheduling tours and requiring tour participants to observe DB Contractor's reasonable safety program guidelines, such as the wearing of protective equipment and waiver of liabilities. The DB Contractor and the PCM shall participate in tours as requested to provide construction information. The PCM will support and coordinate these site visits to the construction site with



the DB Contractor and the Authority and shall make recommendations to the Authority for the scheduled visit, venue and agenda.

### **13.7 Project Identification Boards**

The DB Contractor will install signs throughout the Project sites to be placed in prominent auto traffic zones where construction is occurring, and at DB Contractor's main field office and at the field offices. A sample of the Project Identification Board shall be submitted to the PCM and the PCM shall transmit to the Authority for review, and shall be subject to SONO.

### **13.8 Special Events**

The DB Contractor will assist the Authority as needed with the planning and implementation of special events that recognize significant Project milestone achievements such as groundbreaking. The PCM shall assist with coordination with the DB Contractor and the Authority and assist the Authority as requested, to facilitate the planning, setting up and follow-up after the PI events.

### **13.9 Website**

The DB Contractor shall provide project updates (weekly, monthly, or quarterly) for the existing [www.hsr.ca.gov](http://www.hsr.ca.gov) website. Website information to be submitted by the DB Contractor includes, but may not be limited to, the following:

- Information to prepare Project area residents and business owners for construction and to mitigate the impact of construction
- Public notifications
- Neighborhood meetings
- Dates and location of scheduled construction
- Detours and alternative routes

The Authority has final approval on content. The Authority will maintain web site links to other appropriate sites that convey facts and benefits of the rail project to the California general public, the business community, elected and appointed government officials.





## 14.0 COMPLETION/CLOSE-OUT

### 14.1 General

DB Contract completion and closeout is a critical element in the life of a construction project. As the end of each contract approaches, there is the potential for diminished control and attention to detail. The DB Contractor may often transfer key people to other projects and leave insufficient forces to supervise the contract closeout. The Authority and PMT may also transfer key people who are needed for other pressing projects. As the workload diminishes, it must be expected that the number of people on the project will be reduced, which is normal and proper. What is essential is that there be a clearly defined completion/close-out plan and procedures in place that allow the remaining staff to close out the project efficiently and effectively.

Planning for the closeout of the DB Contract will begin when the DB Contract commences. Upon commencing the Contract, the PCM will develop the contract specific closeout plan and procedures that are to be provided in the PCM Contract Management Manual. Development of the closeout plan begins with a thorough comprehension of the contract requirements, specifically as they relate to the closeout requirements and the PCM's emphasis of the importance that the DB Contractor's Baseline Schedule will include the closeout activities and that the logic and interfaces will permit timely conclusion.

The PCM shall emphasize with the DB Contractor that all non-conforming work be corrected within a reasonable period of notification. This will avoid a build-up of punch list items at the end of the Project.

### 14.2 Completion/Close-Out Procedures

Completion of the DB Contract will include, but may not be limited to, the following:

- Inspections
- Beneficial occupancy
- Accounting for all submittals
- As-built drawings and Record Documents
- Construction materials
- Spare parts
- Manuals
- Warranties
- Other miscellaneous items

Project completion involves not only Authority inspection and acceptance, but also public agencies, franchised utilities companies, and railroads. Finally, the PCM transfers the correspondence files to Record Storage at DB Contract closeout. The purpose of this section is to establish a uniform method of inspecting and transferring responsibility for Authority facilities to the Authority or follow-on contractors or other third parties, etc. and to verify that contractual matters, security, maintenance, permits, and accountability for real property are properly



fulfilled. In addition, the field records shall have undergone a final audit by the Authority's Project representative.

### 14.3 Record Documents

A DB Contract will experience, at some stage, extension, expansion, and/or renovation. For this and other reasons, Record Documents are an essential requirement of those who manage and maintain facilities. The DB Contractor is responsible for the preparation and maintenance of a set of as-built drawings. The Designer of Record is responsible for the preparation of the final as-built drawings required in the Record Documents. The DB Contractor's Engineer is responsible for taking the as-built documents and creating the Record Documents. The ICE/ISE is required to certify that the as-built drawings are in compliance with the DB Contract Documents. The PCM will review the Record Documents for completeness and include them in the final Contract Documents. Record Documents for as-built drawings shall be both in .pdf (as OCR scanned documents) and CAD format. Also, refer to [Section 3.15, As-Built Documents](#) for more details.

### 14.4 Permits Close-Out and Transfer Responsibilities

Certain permits are required from local governmental agencies at various points throughout the construction process. Some permits will remain in place, but will return to the Authority for their use after all construction has been completed, e.g.-the 402 permit. The following identifies the responsibilities of the Authority where applicable, which permits are required, and the procedures for obtaining them.

- The DB Contractor's responsibilities include, but may not be limited to, the following:
  - Verifies that building permits from the applicable Bureau of Buildings have been obtained
  - Verifies that the applicable municipality's Bureau of Buildings has issued additional permits for each discipline, as required
  - Schedules inspections, notifies necessary personnel, maintains appropriate records, and forwards needed reports to the municipality
- The State, municipalities, and other local governments may require some or all of the following:
  - Building Permit – Obtained by the DB Contractor prior to start of work subject to the resolution of procedures with the City
  - Certificate of Occupancy – Issued per the requirements of the named municipality
  - Elevator/Escalator Permit – Issued upon completion
  - Plumbing and Electrical Permits – Obtained by the DB Contractor prior to start of work. All electrical work should be inspected and approved by City inspectors prior to backfilling or covering any other agreements
  - Automatic Sprinkler Permit – Issued by the municipality upon completion and acceptance
- The following criteria are used when conducting inspections:
  - Locally-adopted Building Code, applicable edition



- California Occupational Safety and Health Act (CAL OSHA) and Occupational Safety and Health Act (OSHA)
- A tabulation of major requirements for obtaining a Certificate of Occupancy are as follows:
  - Final inspection sign-off from jurisdiction for fire protection and life safety, plumbing, electrical, and HVAC installations
  - Letters of Certification immediately before the acceptance of specific work items
- A statement or letter that the work is completed in accordance with the DB Contract plans and specifications from the following:
  - DB Contractor – Upon completion
  - Electrical Subcontractor – Upon completion
  - Mechanical Subcontractor – Upon completion
  - Suppliers – Upon delivery, that materials meet UL Requirements
  - Designer of Record – Upon completion
  - ICE/ISE (when applicable)-Upon completion

The DB Contractor shall submit to the PCM, all required agency permits with final sign-off with their Application of Substantial Completion.

The Authority, with coordination with the PCM, may need to provide for long term monitoring, as stipulated in the environmental and/or permit requirement after final acceptance of the DB Contract.

## 14.5 Warranties and Guarantees

The DB Contract Specifications require that individual warranties or guarantees be furnished for various items or installed equipment. The DB Contractor will prepare a Warranty and Guarantee Register of each individual item of equipment, and follows up with the PCM and O&M Team to verify that the required warranties and guarantees have been provided by DB Contract completion. A copy is included with the DB Contract Closeout Package. As each warranty or guarantee is received, the register should be updated to show the following:

- Manufacturer's identification (description)
- Model number and serial number
- Date warranty or guarantee was received
- Period covered
- By whom the warranty or guarantee is covered
- Company to be contacted and the contact information

The PCM shall review and confirm that each warranty and guarantee provided by the DB Contractor complies with the Contract Documents.



## 14.6 Contract Close-Out Process

The Contract closeout process is separated into three main sub-sections: physical completion and inspections, fiscal completion and file storage at contract completion.

### 14.6.1 Physical Completion & Inspections

Upon review of the DB Contractor's Quality Control and Quality Assurance documents, Verification and Validation certifications, as well as the PCM audited documents, the PCM shall verify that the materials used and workmanship employed are in accordance with Contract Documents. The PCM, working with the DB Contractor, coordinates and arranges inspections, and provides appropriate notification for all inspections involving the Authority or outside agencies. General outlines of inspections required during the closeout phase are described in the following sections.

### 14.6.2 Building Inspections

An inspection team consisting of the DB Contractor, the Authority, staff, PCM staff and State and municipal representatives jointly inspects certain Authority buildings, and facilities incidental to such buildings. The DB Contractor shall coordinate with the agencies and the PCM to schedule these inspections with all required parties.

### 14.6.3 Agency Inspections

Inspections involving work to be turned over to third parties, city, county, and State agencies for operation and maintenance may include the following involved parties:

- Railroads and streets
- Curbs and gutters, sidewalks, driveways, street paving
- Signals, striping, and street lights
- Combined and sanitary sewers
- Other utilities

After completion of all related work for each agency, the PCM shall support the efforts of the DB Contractor to obtain each agency's approval by their authorized signature on the appropriate form(s). Jurisdictional representatives shall sign this form stating that an inspection was made and the completeness of the replacement or modifications work found satisfactory and in accordance with appropriate standards.

The DB Contractor shall be responsible for preparing the letters to each agency requesting final inspection and formal approval of the replacement or modifications of the facility and any follow-up on deficiencies that may be required, with a copy of the letter sent to the PCM. The DB Contractor shall notify the PCM, in writing, of all Release(s) of Temporary Construction Easements obtained by the DB Contractor involving an outside agency. While working with the Authority's ROW representative and upon restoration and acceptance by the property owners, each temporary easement obtained by the DB Contractor, on behalf of the Authority, shall be logged, reviewed, verified, and closed-out by the PCM.



#### 14.6.4 Pre-Final Inspections

A pre-final inspection is performed before the final inspection and beneficial occupancy and acceptance. Attendees normally include an Independent Quality Management Team, consisting of representatives from the Authority, PCM, and others as appropriate, along with the DB Contractor's Quality Team. The Independent Quality Management Team shall combine the discrepancies noted during the inspection and prepare a Punch List that is provided to the DB Contractor. In the case of beneficial occupancy, a Certificate of Beneficial Occupancy/Substantial Completion is prepared and signed by the Authority and provided to the PCM to transmit these documents to the DB Contractor.

#### 14.6.5 Substantial Completion Inspections/Beneficial Occupancy

At any time prior to final acceptance, the Authority may take possession of or use any partially completed or completed work to permit the Authority, other Authority Contractors, or third-party agencies to occupy the Project or designated area of the Project for the use that it is intended or for follow-up work to be performed by others.

The relevant terms are defined as follows:

**Partial Completion** – When the DB Contract specifies that partial acceptance may be made on portions of the work and the DB Contractor has completed all of those portions of the work required for Substantial Completion as specified in the DB Contract, the DB Contractor shall submit an application for Substantial Completion for this portion of the work to the PCM. If the DB Contractor fails to deliver the application for Substantial Completion to the PCM, the PCM, with coordination with the Authority's Design and Construction Manager, may request the Independent Quality Team, which will include representatives from the Authority, PCM, and others as appropriate along with the DB Contractor's Quality Team, to schedule the inspection prior to the turnover to other contractors or agencies. The Independent Quality Team may include representatives of the follow-on Contractor, if applicable and requested by the Authority. If the DB Contract requires earlier completion of specific portions of the work site, the Independent Quality Team prepares and transmits to the PCM a separate Substantial Completion certificate for each portion for occupancy or is substantially completed, as it becomes available.

**Substantial Completion (SC)** – When the DB Contractor believes the work, or any designated part of the work, as described in the Contract Documents has been completed in accordance with the contract requirements and available for use by the Project, they may submit a written application for Substantial Completion to the Authority. Before any official inspections, surveys, and/or testing, as deemed necessary by the Authority, will be scheduled, the PCM will check that all of the deliverables have been received and accepted, confirm that the applicable work has been completed, and determine that it is ready for handover to the Authority. If so, the PCM shall coordinate and schedule the inspections, etc. with the Authority's Independent Quality Team and the DB Contractor's Team as soon as possible. After the inspections, etc. have been conducted and the work has been determined to be substantially complete, the Authority will prepare the "Certificate of Substantial Completion." Four original signature copies of the certificate are submitted to the PCM. The follow-on Contractor is notified of the available area in accordance with the terms of the follow-on Contract and the final inspection and acceptance provisions of the previous Contract. Should this not be the case, responsibility for site security should be defined by the Independent Quality Team and agreed to by the PCM, and is stated on the Substantial Completion Certificate.



If the Substantial Completion inspections, surveys, or testing, etc. discloses that any work does not meet the requirements of the Contract Documents, such items shall be recorded by the Independent Quality Team as to the errors, omissions, deviations, defects or deficiencies and must be corrected as a condition to Substantial Completion and/or as to any errors, omissions, deviations, defects, or deficiencies, which may be corrected in the Punch List items. The Authority's Quality Team shall come to an agreement with the DB Contractor of all items are to be included on the Punch List and which items are required to be corrected as a prerequisite to Substantial Completion. These two lists will be transmitted from the Authority to the PCM, who will, subsequently send a letter to the DB Contractor with these two attached lists, advising them of all items for corrections, which are preventing Substantial Completion. Upon correction of the list of items as a prerequisite for Substantial Completion, the DB Contractor shall submit a letter to the PCM, advising that they have corrected all items and are requesting a second inspection. The PCM shall schedule with the DB Contractor and the same Quality Team for a subsequent inspection, etc. This procedure will be repeated as needed until the Authority finds that all prerequisites to Substantial Completion have been met. When all corrections for Substantial Completion have been completed to the satisfaction of the same Quality Team, then, the "Certificate of Substantial Completion" shall be issued as described above.

The date of Substantial Completion has legal significance and all caution shall be exercised so that the completed work fully conforms to the Substantial Completion requirements defined in each DB Contract before the "Certificate of Substantial Completion" is issued. The Certificate will also indicate a time when items on the punch list will be completed and/or corrected. Responsibility for security, operations, and maintenance shall remain with the DB Contractor.

Photographs shall be taken by the PCM to document the condition of any completed portion of the DB Contract. This is especially important if the area is to be turned over to another contractor. The photographs should be taken the same day as the inspection. The PCM will determine what should be photographed and how best to adequately cover the inspected portion of the work.

Beneficial Occupancy/Substantial Completion has legal significance and caution should be exercised to verify that the work conforms to the Contract Documents as modified before the certificate is issued. Normally, the date of the inspection is the Beneficial Occupancy/Substantial Completion Date; however, completion dates are important and should be determined in light of the contractual requirements to determine such things as liquidated damages, security, maintenance, and warranty durations that are established by the DB Contract specified date. These dates should be clearly defined and recorded. In addition, when preparing the certificate, consideration is given to releasing retention and assessing liquidated damages.

## **14.7 Access by Other Contractors**

A situation that may occur whereby one Contractor will have to allow access to another Contractor after Substantial Completion and/or the related Payment Milestones are completed, but before partial or Final Acceptance. Cooperation and coordination between Contractors is required. The turnover does not start any warranty, nor does it constitute any form of acceptance. However, it may mean a shift in other responsibilities (i.e., security, maintenance and operations). The follow-on Contractor is responsible for any damages or other conditions caused by their staff. Turnovers between Contractors shall be documented in writing from the PCM. After Substantial Completion has been accepted by the Authority, the PCM (#1) will draft an internal memorandum to the PCM of the follow-on Contractor (PCM #2) to advise that Substantial Completion has been achieved for the specified Contract work and/or area and it is



available for turnover to the follow-on Contractor. The PCM #2 (for the follow-on Contractor) will draft a letter to the follow-on Contractor stating:

- When turnover/access will be provided
- What the Contractor's responsibilities are once the turnover/access is provided
- Any other special conditions or circumstance which need to be addressed or provided for

The PCM #1 will draft a similar letter to advise its Contractor that the Contract Work and/or Contract areas where the SC has been achieved, has been turned over to the follow-on Contractor and also, provide a list of the responsibilities and obligations remaining with each Contractor. In addition, these turnover procedures may be discussed and coordinated in the regularly scheduled interface coordination meetings between these Contractors to facilitate a smooth turnover of the DB Contract work and/or areas, as needed.

Each such letter must be tailored for each situation. In addition to the letter, photographs should be taken by the PCM in order to document the condition of the area turned over and transmitted to all parties.

#### **14.7.1 Acceptance and/or Possession of a Portion of a DB Contract**

The Authority may, at any time prior to completion of the entire DB Contract, accept and/or take possession of any part of the work. This may occur in one of the following ways:

##### **14.7.1.1 Partial Acceptance**

If the DB Contractor substantially completes a unit or portion of the work, subject to the approval of the Authority, the DB Contractor may request the Authority to make a Final Inspection of that Work/area. The punch list shall be finished prior to the final inspection.

Photographs shall be taken the same day by the PCM as the inspection leading to the partial acceptance to document the condition.

The Authority will formalize said acceptance by letter to the DB Contractor, specifying the exact area accepted. The warranty period of the DB Contract will commence at the time as specifically provide in the Contract Documents. If an area, after acceptance, is turned over to another Contractor, that Contractor shall then have full responsibility for the area as specified in the Contract.

##### **14.7.1.2 Use and Possession Prior to Completion**

The Authority has the "right to take possession of or use any completed part of the work." This will occur under special circumstances. Such possession relieves the DB Contractor of any responsibility for loss or damage to the work other than that resulting from his/her own fault or negligence. Appropriate arrangements shall be made in writing between the DB Contractor and Authority (PCM) concerning the date of possession, warranty of construction, and utilities. Note that taking possession does not constitute acceptance of any work not completed in accordance with the DB Contract.



## 14.8 Final Acceptance

The DB Contractor may issue a letter to the PCM, request a Final Acceptance inspection any time after substantial completion of that portion of the DB Contract, stating full completion, including the correction of all punch list items and have satisfied all of their obligations under the DB Contract. The DB Contractor shall deliver a certification representing that there are no outstanding claims of the DB Contractor or claims, liens or stop notices of any subcontractor or laborer with respect to the Work as specified in the DB Contract-General Provisions. It is of primary importance that the PCM checks and verifies that the Work is ready for Final Acceptance before any inspection is scheduled. Final surveys will be completed and the results will be analyzed and presented to the Authority prior to inspection. At completion of the Work, the Contractor shall restore the site to condition required by the Final Environmental Documents. The PCM will confirm full completion and, if satisfied, arrange for and conduct the Final Acceptance inspection, accompanied by the Authority representatives and others as required. The inspection date will be coordinated with the Authority. In addition, the DB Contractor will provide written notification to the utility agencies and other third parties for the Final Acceptance inspection of the work performed on their facilities. The result will be a written statement of acceptance from the respective agencies addressed to the Authority and the PCM. Upon receipt of the written acceptance from each agency, the PCM will then forward a formal acceptance letter to the DB Contractor, having confirmed that the third-party owner(s) (where applicable) have expressed acceptance of their facility(s). Also, the PCM shall have received from the DB Contractor and accepted all design documents, Record Documents, as-built schedule, Right of Way record maps, surveys, test data and reports, training, operations and maintenance documents and manuals, keys, lock schedules, spare parts, warranties, guarantees, equipment lists and any other deliverables required under the Contract Documents.

If the PCM finds work on the requested portions of the Project to be in complete conformance with the DB Contract requirements, the PCM will promptly prepare a recommendation for approval and Final Acceptance and forward it to the Authority. If the Final Acceptance inspection determines that additional corrections are necessary, the DB Contractor may request subsequent inspections until the corrections are accomplished. The date of the inspection resulting in Final Acceptance is the date of full completion of the DB Contract. It is important to document the condition of the Project by taking photographs the same day as the Final Acceptance inspection. The PCM is responsible for arranging for the photographs. Upon Final Completion and acceptance of the work, the PCM will also prepare the "List of Contract Documents" and submit it to the Authority, together with the "Status of Change Notices/Orders" for the Authority's information only and will not be forwarded to the DB Contractor. Upon the Authority's acceptance, the Authority will issue a "Certificate of Final Acceptance" and forward to the PCM. The PCM will send a letter with this Certificate attached to the DB Contractor as such time as the Authority determines that Final Acceptance has occurred.

The PCM shall issue the keys, if applicable, to the Authority personnel. The PCM maintains a log of all keys issued.

## 14.9 Fiscal Completion

The objective of this phase of the contract closeout is to summarize all data and process and file all information necessary for audit and final payment. The fiscal completion phase may well start prior to the physical completion of the facility. In fact, for expediency of the final payment, it is recommended that this process start as early as possible.



### 14.9.1 Preparation for Final Payment

Before final payment is made, certain contractual requirements shall be accomplished and certain documents prepared or obtained from the DB Contractor. Before processing the final payment estimate, the PCM will make a final check to confirm each of the following.

- The accounts between the Authority and the DB Contractor are in order. Items that must be considered are:
- Original contract sum, additions and deductions as included in the Contract Change Orders, deductions for unrepaired work, deductions for liquidated damages, and insurance damages.
- All required DB Contractor deliverables have been submitted, including Operations and maintenance manuals, training, spare parts, warranties and guarantees as required.
- All certificates of inspection and acceptance of relocation, Contract COs, and new work performed have been obtained from the utility companies, public agencies and others.
- All reproducible shop drawings, working drawings, catalog cuts, supplies, manufacturers' data and other as-built information has been submitted by the DB Contractor (see as-built records and drawings).
- All subcontractors in all tiers have been paid as required.
- There are no outstanding claims against the DB Contractor for damages to existing third-party owned facilities resulting from construction activities. Sufficient funds will be retained from the DB Contractor's payment estimates.

### 14.9.2 Final Payment

The final payment process is initiated by the satisfactory completion of the Final Acceptance by the Authority and issuance of the Certificate of Final Acceptance to the DB Contractor. The DB Contractor and the PCM must accomplish certain tasks as follows:

- The DB Contractor shall submit to the PCM a proposed final invoice showing the proposed total amount due the DB Contractor, including the payment for Final Acceptance
- The PCM will promptly make any necessary final surveys and complete a tabulation of Payment Milestones and final quantities (if applicable) as required. This tabulation will be accompanied by a statement setting forth as follows;
- The additional work performed under Change Orders and/or supplemental agreements.
- The authorized extension of time, if applicable.
- The number of days that have been charged against the DB Contractor as having been used to complete the DB Contract.
- Any deductions, charges or liquidated damages that have been made or assessed.

It is important to pursue this as soon as possible in order not to infringe on any time limits.

The PCM will send a letter to the DB Contractor with the tabulation of the proposed Final Payment items and final quantities (as applicable) by registered mail, return receipt requested



for their concurrence and request a reply within a period of 10 calendar days from the date upon receipt.

The DB Contractor shall then decide whether to approve or decline the final payment offered. The DB Contractor may request additional time to notify the PCM of their decision.

The PCM will review the DB Contractor's proposed final invoice based on the DB Contractor's approval of the final quantities and final payment invoice. If acceptable, the PCM shall send their recommendations for approval to the Authority's Design and Construction Manager, who will forward on to other delegated Authority's representatives for review and approval of the Final Payment invoice. Upon approval by the Authority and if there are no outstanding or pending claims, liens or stop notices filed, the Authority will issue payment of the entire sum due on the approved final invoice as specified in the General Provisions. If the final approved invoice is approved, but it lists any outstanding claims, liens or stop notices as per the General Provisions, the Authority will make final payment as specified in the General Provisions. Furthermore, the Authority may withhold a specific amount as stated in the General Provisions. The executed release from the Contractor shall be from any and all claims arising from the Work as represented in the Contract Documents, and shall release and waive any claims against the Authority and its Board, officers, agents and employees, excluding only those matters identified in any claim listed as outstanding in the final invoice. The release shall be accompanied by an affidavit from the Contractor as specified in the Contract General Provisions.

#### **14.10 Transfer of Facilities after Final Acceptance**

This section provides instructions on the turnover of facilities from one Contractor to another, such as the guide way contractor to a track work or system-wide contractor, and/or turnover to and acceptance by the Authority. The objective is to provide a specific procedure for facility release and assurance of continual security and maintenance of released Authority facilities.

Maintenance inside the Authority's ROW remains the responsibility of the facilities Contractor until the final acceptance of the last installation Contract, or until final completion of the last facility Contract, whichever comes first, unless partial or complete beneficial occupancy has occurred, in which case the facilities become the responsibility of the Authority upon beneficial occupancy.

Security within the Authority's ROW passes to the Authority at such time as released by the Facility Contractor through Final Acceptance or Beneficial Occupancy, or at the end of post construction security services.

Interim security responsibilities normally rest with any party to whom a facility has been turned over for follow-up work except for certain system-wide Contracts where title to equipment and security responsibility rests with the Authority. If only a part of a facility has been turned over, the recipient has the security responsibility only for the part turned over.

The Authority may request that the DB Contractor provide post construction site security and site security surveillance services. These services shall include (but may not be limited to) the following:

- Daily surveillance to verify that facilities are in same condition as when accepted, or to determine if damage has been caused by natural acts, accident, or vandalism.



- Damages caused by vandalism are reported to the Authority's Contract Administrator. Should repairs be required, the DB Contractor shall recommend the appropriate action and obtain Authority approval prior to the start of any work.
- The PCM is responsible for coordination with the Authority and the DB Contractor for release of the Authority's facility as required after Final Completion.

Maintenance responsibilities for property outside the Authority's ROW pass to accepting entity after acceptance by the Authority.

## **14.11 Contract Close-Out Procedures**

The purpose of this section is to establish administrative controls and requirements for the receipt, identification, control, retrieval, distribution, and maintenance of documents received or prepared by the DB Contractor, Consultants, Subcontractors, and Procurement Suppliers.

This section applies to all field documents processed by Document Control for the project Contracts. It details the procedures for verifying that field documents are properly checked and documented, and provides instructions on accessibility and retrieval of stored archived field documents. It also addresses the removal of operations and maintenance (O&M) Documentation.

These procedures are used to identify and process all controlled and uncontrolled project relevant documents, and records, which are approved and issued within the Project. The system for closeout, storage, and retrieval of field documents is intended for use within the Contracts in numbering, referencing, and filing various types of Authority documents. Project field documents for each Project Contract are transferred to the Authority's Document Control Department on a pre-arranged schedule from the PCM for further processing.

### **14.11.1 Closeout, Storage, and Retrieval of Field Documents**

The responsibilities for the key Project staff in the Closeout process are included below.

#### **14.11.1.1 Project & Construction Management Consultant**

The PCM shall check all final documents from the DB Contractor for contract compliance and will distribute for review where necessary. The PCM will prepare a memorandum to the Authority's Design and Construction Manager, advising that the DB Contract is ready for closeout.

The PCM is responsible for maintaining and labeling field documents, developing a listing of the PCM's documents included in each box, and transmitting the boxes to the Authority's Document Control Department.

#### **14.11.1.2 Authority's Document Control Department**

The Authority's Document Control Department (DCD) is responsible for quality-checking field records to verify that documents listed on the field box inventory are contained in the boxes and are in proper order. The DCD is responsible for marking each box with a box number, as well as establishing and maintaining a database-tracking log. The DCD maintains the Project



documents, excluding O&M records until the records are turned over to the Authority at Project completion. The DCD is responsible for retrieval of documents as needed.

#### 14.11.1.3 Document Control Department Manager

The DCD Manager is responsible for verifying contents of the boxes as received from the DB Contractor and placing items into separate boxes as per the Closeout Procedures.

#### 14.11.1.4 Operations and Maintenance Support Department

The Authority's Operations and Maintenance (O&M) Support Department is responsible for quality checking, processing, distributing, and maintaining O&M support documentation. The O&M Support Department is also responsible for coordination with the Closeout Manager to determine which documents will be copied from the field record boxes and maintained by the O&M Support Department.

#### 14.11.1.5 Authority's Design and Construction Manager

The Authority's Design and Construction Manager or designee is responsible for maintaining all Authority pre-award and post-award Contract documents that relate to the Project, which includes all executed Change Orders to the DB Contract. The Authority's Design and Construction Manager or designee transmits these records to DCD on a prearranged schedule.

#### 14.11.1.6 Authority's Legal Department

The Authority's Legal Department responsibilities include maintaining all legal records (agreements, contracts, property acquisitions, deeds, litigation files) pertaining to the Project. The legal counsel transmits these records to DCD on a prearranged schedule.

### **14.11.2 Transfer of Close-out Documents to the Authority**

#### 14.11.2.1 Reception of Documents from all Departments

Prior to the closeout of each DB Contract, the DCD coordinates with the PCM and with all entities (DB Contractor, Subcontractor, Authority, PCM, Outside Agencies, etc.) involved on the project to determine the volume of field documents to be transferred to DCD for processing. Site visits may be conducted as necessary.

A schedule for the transfer of documents is established by each entity and provided to the DCD. The DCD provides each group with directions on where to deliver the documents or when pick up will be made.

#### 14.11.2.2 Quality Check of Field Records

All departments submit the field documents for closeout contracts, to the DCD in standard records storage boxes (10 x 12 x 15 inches) for archiving. Upon receipt of field documents, DCD performs a quality check of the field documents (at folder level) to verify that the documents listed are contained in the specified boxes and are in proper order. The applicable department shall be notified promptly of any discrepancies or any missing documents.



#### 14.11.2.3 Transfer or Removal of Operations and Maintenance (O&M) Support Documentation

The O&M Support Department is notified that a turnover is scheduled from the Authority and is requested to prepare a listing of any and all additional material requested by the O&M Department, which is included in field records. Whenever possible, the listing is developed prior to the arrival of field records to DCD. O&M data, including O&M Manuals, warranties, guarantees, permits, spare parts lists, and information identified as necessary for Operations support, are copied and transferred to the O&M Support Department as Controlled Documents. The O&M Support Department establishes and maintains an on-site library containing permits, warranties, guarantees, and copies of operations, maintenance, and repair manuals that have been extracted from the PCM's field documents.

#### 14.11.2.4 Distribution of As-Built Drawings

Working with the PCM and the Authority's Design and Construction Manager, the DCD Manager determines who needs to receive final copies of the As-Built drawings. The DCD then has the As-Built drawings copied and scanned onto compact disks. The DCD distributes the As-Built drawings and maintains electronic copies for record files.

#### 14.11.2.5 Labeling and Logging of Field Boxes

The DCD affixes each box with a label, categorized in numerical order per project, clearly identifying each box with the box number, and arranges for storage and retrieval as required. DCD maintains an access database log, showing the contract number, folder number, DCD box number, and a description of each folder. This detailed log facilitates identification and retrieval of any request.

#### 14.11.2.6 Retrieval

Persons requiring retrieval of field documents complete a Field Document Request Form. The DCD reviews the request for field records from Project participants. The following information is needed for requests for Project field boxes:

- Name of individual placing order
- (organizations or requesters who are not project participants must obtain prior approval from the Authority's Legal Department)
- Contract number and content description
- Date needed





## Appendix A: Acronym Index





| <b>Acronym</b> | <b>Definition</b>  |
|----------------|--|
| ACPM           | Authority's Chief Program Manager                                      |
| AP             | Final Assessment Plan  |
| CALOSHA        | California Occupational Safety and Health Act                          |
| CBA            | Community Benefits Agreement   |
| CBS            | Contractor Baseline Schedule   |
| CCC            | Change Control Committee   |
| CDRL           | Contract Data Requirements List  |
| CFO            | Chief Financial Officer  |
| CHSRP          | California High-Speed Rail Project                                     |
| CIL            | Certifiable Items List   |
| CMS            | Contract Management System   |
| CN             | Change Notice  |
| COB            | Close of Business  |
| CO             | Change Order   |
| COM            | Community and Outreach Manual  |
| COP            | Change Order Proposal  |
| CQM            | Contractor's Quality Manual  |
| DB             | Design-Build   |
| DBE            | Disadvantaged Business Enterprise                                      |
| DCD            | Document Control Department  |
| DOA            | Delegation of Authority Matrix for Division of Design and Construction |
| DRB            | Dispute Resolution Board   |
| DVBE           | Disabled Veteran Business Enterprise                                   |
| ECM            | Environmental Compliance Manual  |
| ECP            | Environmental Compliance Plan  |
| EIR            | Environmental Impact Report  |
| EIS            | Environmental Impact Statement   |
| EMP            | Environmental Mitigation Plan  |
| FE             | Field Engineer   |
| FOF            | Finding of Fact  |
| FRA            | Federal Railroad Administration  |
| GBR-C          | Geotechnical Baseline Report-Contractor Furnished                      |
| HSR            | High-Speed Rail  |
| HVAC           | Heating, Ventilation, and Air Conditioning                             |
| ICE            | Independent Checking Engineer  |
| ICS            | Initial Construction Sequence  |
| ICT            | Interface Coordination Team  |
| IIPP           | Injury and Illness Prevention Program                                  |
| IMP            | Interface Management Plan  |
| ISE            | Independent Site Engineer  |
| IV&V           | Independent Verification and Validation                                |
| MMRP           | Mitigation, Monitoring, and reporting Program                          |
| MP             | ICE/ISE Management Plan  |
| MPS            | Master Program Schedule  |
| MQP            | Master Quality Plan  |
| NCR            | Non Conformance Reports  |
| NTP            | Notice to Proceed  |
| O&M            | Operations and Maintenance   |
| OE             | Office Engineer  |
| OSHA           | Occupational Safety Health Act   |
| PCMM           | Project and Construction Management Manual                             |
| PCM            | Project and Construction Management Consultant                         |



| <b>Acronym</b> | <b>Definition</b>                                  |
|----------------|--|
| PIM            | PMT Interface Manager                              |
| PIMT           | PMT Interface Management Team                      |
| PIP            | Contractor's Public Involvement Plan               |
| PI             | Public Involvement                                 |
| PMIS           | Project Management Information System              |
| PMT            | Program Management Team                            |
| QA/QC          | Quality Assurance/Quality Control                  |
| RFC            | Ready for Construction                             |
| RFI            | Requests for Information                           |
| RFP            | Request for Proposal                               |
| RM Tool        | Requirements Management Tool                       |
| ROM            | Rough Order of Magnitude                           |
| RON            | Record of Negotiation                              |
| ROWM           | Right of Way Manager                               |
| ROW            | Right of Way                                       |
| RVTM           | Requirements Verification and Traceability Matrix  |
| SBE            | Small Business Enterprise                          |
| SONO           | Statement of No Objection                          |
| SOO            | Statement of Objection                             |
| SSCP           | Safety and Security Certification Plan             |
| SSHASP         | Site Specific Health and Safety Plan               |
| SSMP           | Safety and Security Management Plan                |
| SSPOP          | Safety and Security Program Oversight Plan         |
| SSSP           | Site Specific Security Plans                       |
| T&M            | Time and Material                                  |
| TCR            | Technical Contract Requirements                    |
| TPA            | Third Party Agreement                              |
| UL             | Underwriters Laboratories                          |
| V&V/SC         | Verification and Validation and Self-Certification |
| V&V            | Verification and Validation                        |
| VECP           | Value Engineering Cost Proposals                   |
| VVMP           | Verification and Validation Management Plan        |
| WBS            | Work Breakdown Structure                           |



**Appendix B: Authority's Program-wide Organization and  
Design-Build Construction Management Organization Charts**





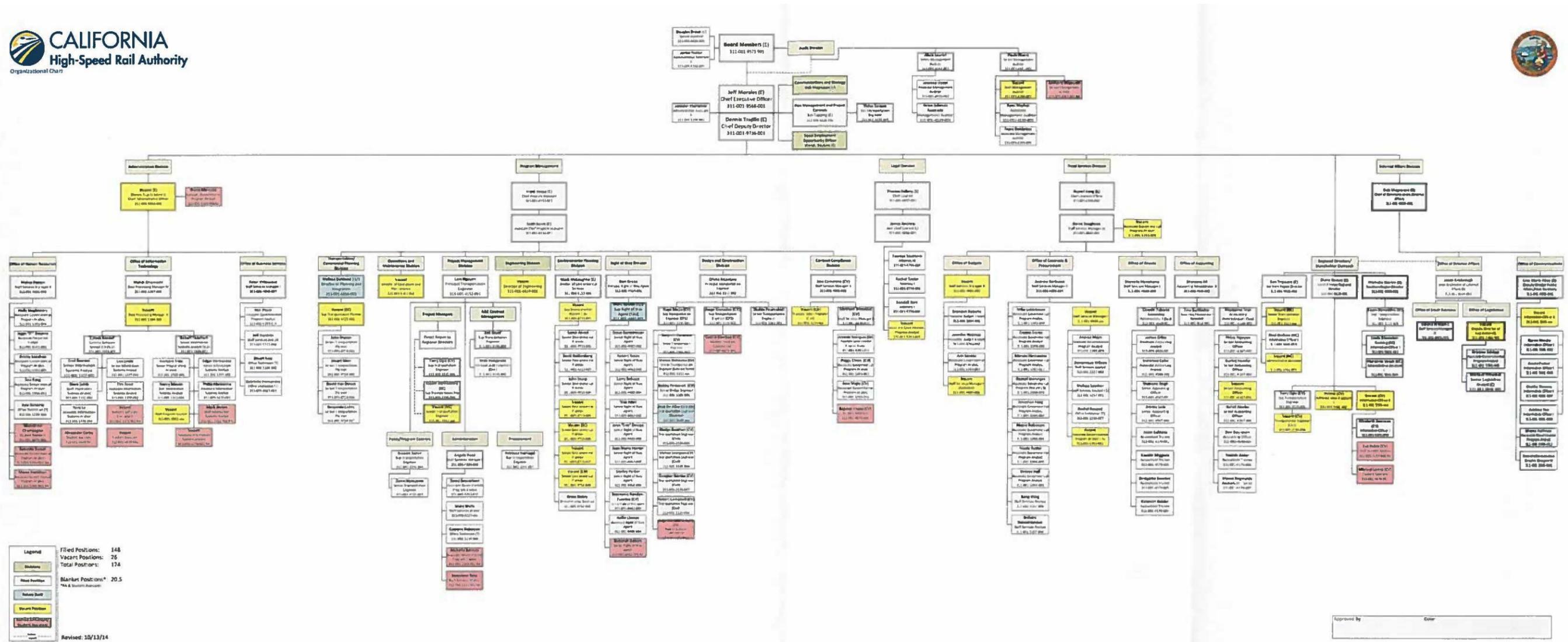
## Appendix B Table of Contents

|    |   |   |
|----|---|---|
| 1. | Authority’s Department-Wide Organization Chart.....           | 1 |
| 2. | Program Management .....                                      | 2 |
| 3. | Regional Directors/Stakeholders Outreach .....                | 3 |
| 4. | Design-Build Construction Management Organization Chart ..... | 5 |

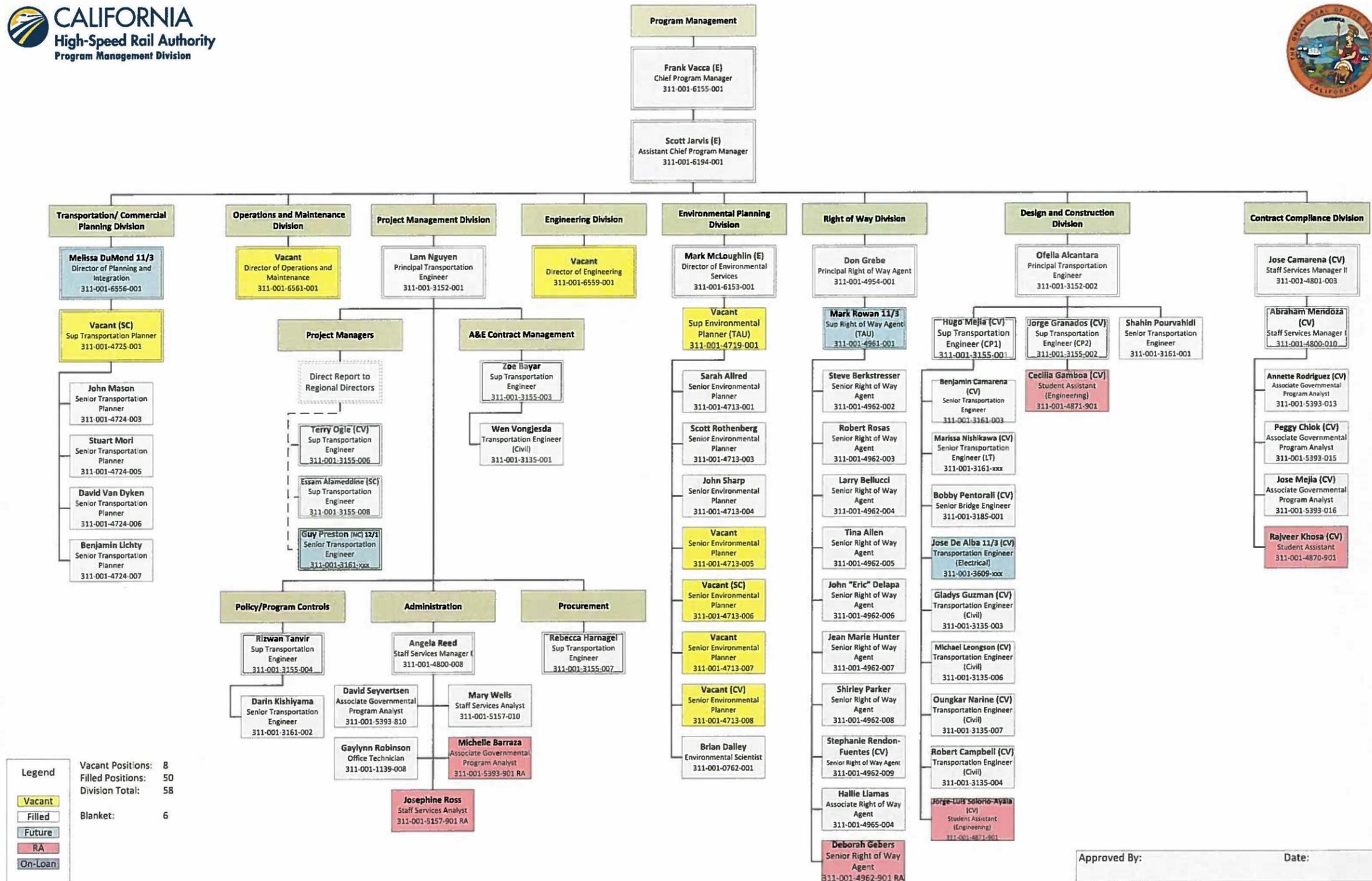




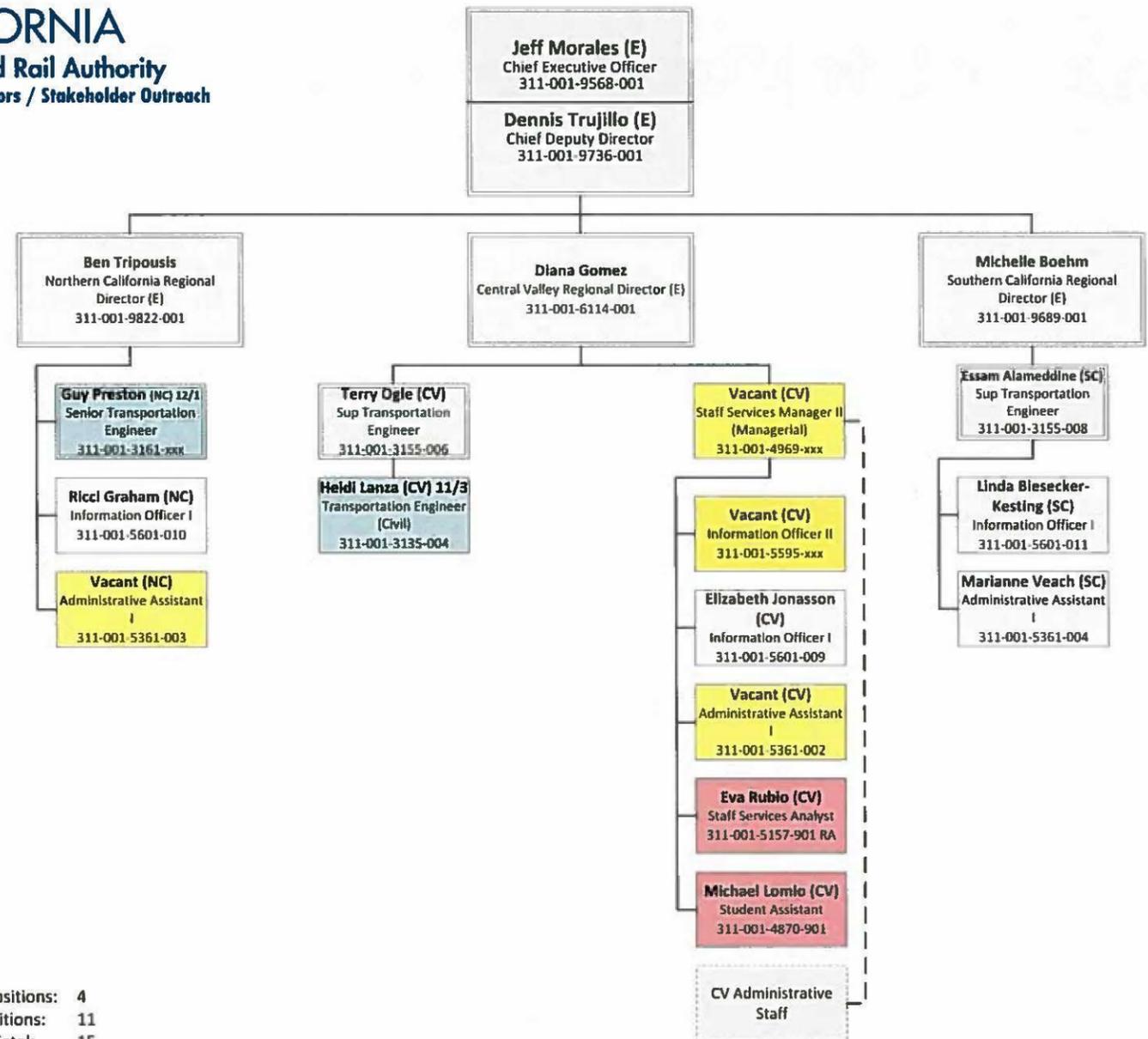
1. Authority's Department-Wide Organization Chart



2. Program Management



3. Regional Directors/Stakeholders Outreach



| Legend  |                      |
|---------|----------------------|
| Vacant  | Vacant Positions: 4  |
| Filled  | Filled Positions: 11 |
| Future  | Division Total: 15   |
| RA      | Blanket: 2           |
| On-Loan |                      |

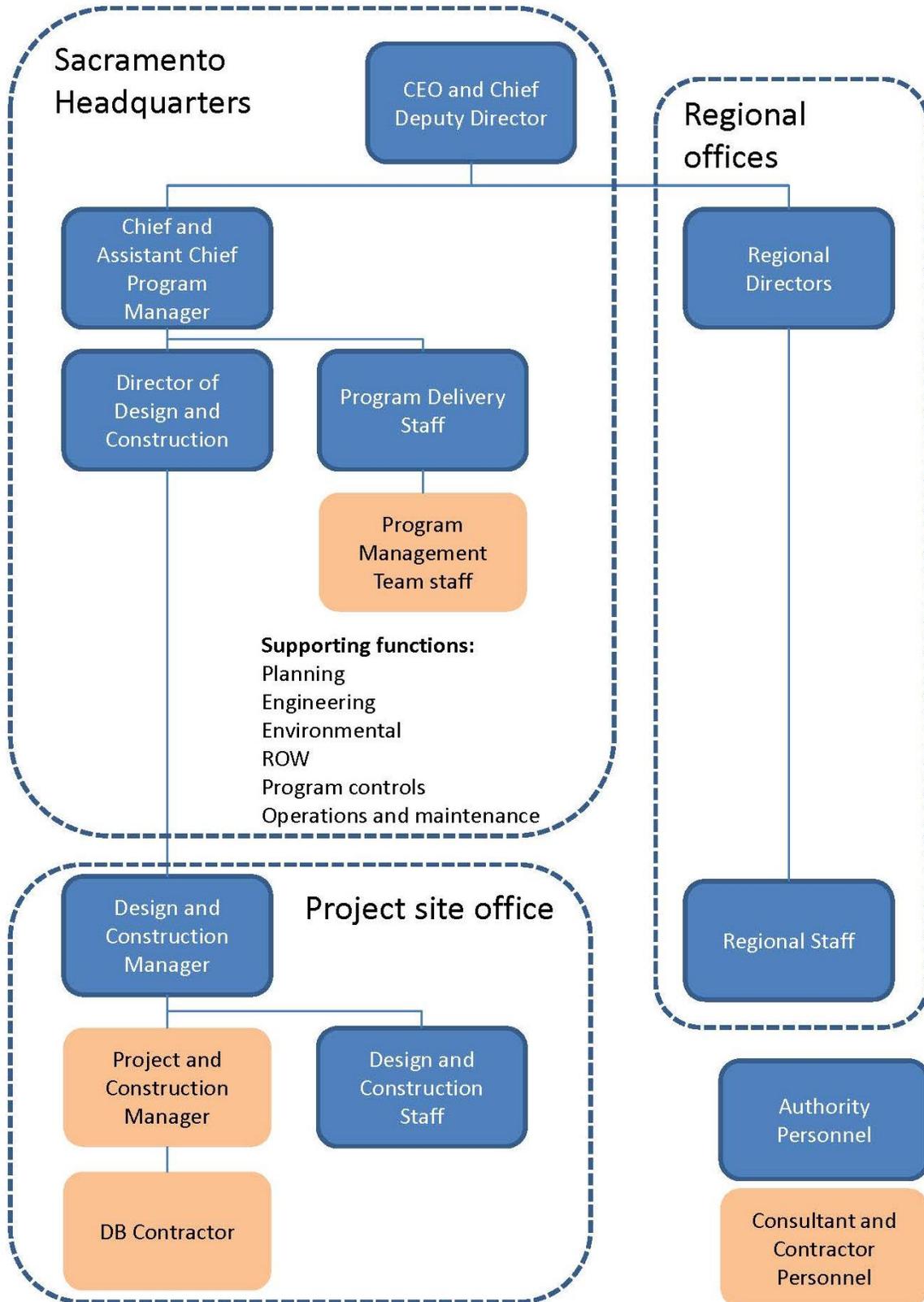
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



*THIS PAGE IS INTENTIONALLY BLANK*



4. Design-Build Construction Management Organization Chart





## **Appendix C: Delegation of Authority Matrix for Division of Design and Construction**





**Delegation of Authority for  
Construction Package 1**

**Note: Actions and Authority on this page Approved by CEO 9/17/13**

| Responsibility   | Authority's Delegation of Authority |   |   |   |   |   |   |                                | Authorization Reference   |   |
|--|-------------------------------------|---|---|---|---|---|---|--------------------------------|---|---|
|  | PCM Design-Build Oversight Manager  | Change Control Committee <sup>1</sup> (CCC) Concurrence | Project Level                                       |   | Program Level                                   |   | Executive Level                           |                                |   |   |
|  |                                     |   | Authority's Design & Construction Manager (On Site) | Authority's Director of Design & Construction | Authority's Deputy Chief Program Manager (DCPM) | Authority's Chief Program Manager (CPM) | Authority's Chief Executive Officer (CEO) | Authority's Board of Directors |   |   |
| <b>Design-Build (DB) Tutor Perini/Zachry/Parsons - Contract HSR13-06</b>                                 |                                     |   |   |   |   |   |   |                                |   |   |
| <b>DB Contract Administration (not limited to the following responsibilities)</b>                        |                                     |   |   |   |   |   |   |                                |   |   |
| Issue Notice-to-Proceed (NTP) Letter   | Recommend                           |   | Recommend   | X   |   |   |   |                                | Contract HSR13-06 (GP Section 3.1) - HSRA Board Policy #11-001; HSRA Resolution #13-01/PUC §185024  |   |
| <b>DB Contract Change Orders</b>   |                                     |   |   |   |   |   |   |                                |   |   |
| Change Order or Directive Letter (<= \$5,000,000)  | Recommend                           | As needed <sup>2</sup>                                  | Recommend   | X   |   |   |   |                                | Regular reporting on use of project contingency required for all changes. Contract HSR13-06 (GP Section 17.9) - HSRA Board Policy #11-001; HSRA Resolution #13-01/PUC §185024 |   |
| Cumulative value of changes related to a single topic or project element (>\$5,000,000) <sup>3</sup>     |                                     | X   |   |   |   | X                                       |   |                                |   | HSRA Board Policy #11-001; HSRA Resolution #13-01/PUC §185024   |
| Change Order or Directive Letter (<= \$50,000,000)   |                                     | X   |   |   | Recommend                                       | X                                       |   |                                |   |   |
| Change Order or Directive Letter (> \$50,000,000) <sup>11</sup>  |                                     | X   |   |   |   | X                                       |   |                                |   | Intent is for very large, significant changes to receive board visibility through informing this committee prior to issuing change. |
| Increase of Contract Contingency <sup>15</sup>   |                                     |   |   |   |   |   | Recommend                                 |                                | Recommend   | X   |
| Approval to use provisional sums <sup>10</sup>   |                                     |   |   | X   |   |   |   |                                |   |   |
| <b>DB Time Extensions<sup>4</sup></b>  |                                     |   |   |   |   |   |   |                                |   |   |
| Time Extensions (Only affects single contract)   | Recommend                           | As needed <sup>2</sup>                                  | Recommend   | X   |   |   |   |                                |   |   |
| Time Extensions (Potential impacts to other contracts)   |                                     | X   |   |   | Recommend                                       | X                                       |   |                                |   |   |
| Time Extensions (Potential impacts to Operational date) <sup>11</sup>                                    |                                     | X   |   |   |   | Recommend                               |   |                                | X   |   |
| <b>Disputes (GP 51)</b>  |                                     |   |   |   |   |   |   |                                |   |   |
| Rejection of Request for Change Order  | Recommend                           |   |   | X   |   |   |   |                                |   |   |
| Issues Resolution Ladder (Partnering process) <sup>7</sup>   |                                     |   | Step 1  | Step 2  | Step 3  |   |   |                                |   |   |
| Written Authority final decision - post partnering   |                                     |   |   |   |   | X                                       |   |                                |   | 3 Steps in resolution ladder, before DRB. Actual resolution ladder to be mutually agreed to through partnering.                     |
| Response Letter to written appeal to CEO or designee <= \$50 million <sup>5</sup>                        |                                     |   |   | Recommend                                     | Recommend                                       | Recommend                               | X   |                                |   |   |
| Response Letter to written appeal to CEO or designee > \$50 million <sup>5</sup>                         |                                     |   |   |   |   | Recommend                               | Recommend                                 | X                              |   |   |
| Issue Notice of Intent to appeal Dispute Resolution Board decision (>\$1,000,000) <sup>5</sup>           |                                     |   |   |   | X   |   |   |                                |   |   |
| <b>DB Contract Breach/Termination<sup>11</sup></b>   |                                     |   |   |   |   |   |   |                                |   |   |
| Issue Default/Breach of Contract Notice <sup>13</sup>  | Recommend                           |   | Recommend   | Recommend                                     | Recommend                                       | Recommend                               | X   |                                | Requires legal counsel prior to issuance.   |   |
| Issue Termination of Contract Letter <sup>13</sup>   |                                     |   |   |   |   |   | X   |                                | Requires legal counsel prior to issuance.   |   |
| <b>Project &amp; Construction Management (PCM) Wong + Harris, JV Contract #HSR11-20</b>                  |                                     |   |   |   |   |   |   |                                |   |   |
| <b>Issue Contract Notice-to-Proceed (NTP) Letter</b>   |                                     |   |   |   |   |   |   |                                |   |   |
| Issue PCM Contract-Notice-to-Proceed Letter (associated with contracts previously approved by the Board) |                                     |   | Recommend   | X   |   |   |   |                                | Contract #HSR11-20; Board Resolution #HSRA 13-01  |   |



DRAFT

Delegation of Authority for Construction Package 1

| Responsibility   | Authority's Delegation of Authority |   |   |   |   |   |   |                                | Authorization Reference |  |
|--|-------------------------------------|---|---|---|---|---|---|--------------------------------|-------------------------|--|
|  | PCM Design-Build Oversight Manager  | Change Control Committee <sup>1</sup> (CCC) Concurrence | Project Level                                       |   | Program Level                                   |   | Executive Level                           |                                |                         |  |
|  |                                     |   | Authority's Design & Construction Manager (On Site) | Authority's Director of Design & Construction | Authority's Deputy Chief Program Manager (DCPM) | Authority's Chief Program Manager (CPM) | Authority's Chief Executive Officer (CEO) | Authority's Board of Directors |                         |  |
| <b>Design-Build (DB) Tutor Perini/Zachry/Parsons - Contract HSR13-06</b>                             |                                     |   |   |   |   |   |   |                                |                         |  |
| DB Contract Administration (not limited to the following responsibilities)                           |                                     |   |   |   |   |   |   |                                |                         |  |
| Sign Letters to DB Contractor, Third Parties and External Agencies                                   | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR11-20; Board Resolution #HSRA 13-01 (See attachment #2)  |
| Issue Transmittals to DB Contractor  | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR11-20; Board Resolution #HSRA 13-01 (See attachment #2)  |
| Respond to Request for Information (RFI)   | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR11-20 (Exhibit A; Section VI.A.) (See Attachment #1); Board Resolution #HSRA 13-01 (See attachment #2)   |
| Approve DB Contractor Submittals   | X                                   |   | Recommend   | X <sup>6</sup>                                |   |   |   |                                |                         | Contract HSR11-20 (Exhibit A; Section VII.A.); Contract HSR13-06 (GP 8.1) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)                               |
| Issue Statement of No Objection (SONO) for Technical Contract Submittals & Other Contract Submittals | X                                   |   | Recommend   | X <sup>6</sup>                                |   |   |   |                                |                         | Contract HSR11-20 (Exhibit A; Section VII.A.); Contract HSR13-06 (GP 8.1) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)                               |
| Approve DB's Invoices  | Recommend                           |   | X   |   |   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06; Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)  |
| Approve Payment for Unincorporated Materials   | X                                   |   | X   |   |   |   |   |                                |                         | Contract HSR11-20; Board Resolution #HSRA 13-01 (See attachment #2)  |
| Approve DB's Subcontracting Requests   | X                                   |   | X   |   |   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06 (GP4.3.2); Board Resolution #HSRA 13-01 (See Attachment #2)   |
| Acceptance of Bonds and Insurance Certificates   | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR11-20; Board Resolution #HSRA 13-01 (See attachment #2)  |
| Acceptance of Labor Compliance Reports   | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR11-20; Board Resolution #HSRA 13-01 (See attachment #2)  |
| Approve Ready for Construction Design  |                                     |   | X   |   |   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06 (Scope of Work Section 4.13) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)                                       |
| Issue Statement of No Objection (SONO) for As-Built Drawings   |                                     | Recommend   | X   |   |   |   |   |                                |                         | Contract HSR13-06 (Scope of Work Section 4.15.5) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)  |
| Approve Value Engineering Change Proposals (VECP) <sup>1,2,3,4</sup>                                 |                                     | X   | Recommend   | X   | X   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06 (GP 24.3) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)  |
| Approve DB's Interim and Baseline Schedule   |                                     |   | X   |   |   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06 (Book 3-Cost and Scheduling Controls Program-Sections 1.1 and 2.5) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2) |
| Issue Non-Conforming Work-Authority's Non-Conformance Reports  | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR11-20 (Exhibit A Section IV.A) (See Attachment #1); Contract HSR13-06; Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)   |
| Approve Design Changes/Variations <sup>1,2,3,4</sup>   |                                     | X   | Recommend   | X   | X   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06-Scope of Work-Section 4.14; Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)   |
| Issue Certificates of Substantial Completion   |                                     | Recommend   | X   |   |   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06 (GP 7.14.1) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)  |
| Issue Certificates of Final Acceptance   |                                     |   | Recommend   | X   |   |   |   |                                |                         | Contract HSR11-20; Contract HSR13-06 (GP 7.14.2) (See Attachment #1); Board Resolutions #HSRA 13-01 & 13-12 (See Attachment #2)  |
| Issue Stop Work Notices (Safety-related)   | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR13-06 (GP 26.2.4) (See Attachment #1) Board Resolution #HSRA 13-12 (See Attachment #2)   |
| Issue Stop Work Notices (Non-compliance)   | X                                   |   |   |   |   |   |   |                                |                         | Contract HSR13-06 (GP 39) (See Attachment #1) Board Resolution #HSRA 13-12 (See Attachment #2)   |
| Issue Suspension of Work Letters (for Cause or Convenience)  | Recommend                           |   | Recommend   | X   |   |   |   |                                |                         | Contract HSR13-06 (GP 39) (See Attachment #1); Board Resolution #HSRA 13-12 (See Attachment #2)  |
| <b>Project &amp; Construction Management (PCM) Wong + Harris, JV - Contract #HSR11-20</b>            |                                     |   |   |   |   |   |   |                                |                         |  |
| Approve PCM's Annual Work Plan   |                                     |   | X   |   |   |   |   |                                |                         | Contract #HSR11-20 (Exhibit A; Section I.D) (See Attachment #1); Board resolution 13-01 (See Attachment #2)  |
| Approve PCM's Monthly Payment Invoices   |                                     |   | X   |   |   |   |   |                                |                         | Contract #HSR11-20 (Exhibit B; Section I.A) (See Attachment #1); Board resolution 13-01 (See Attachment #2)  |
| Approve PCM Request for New Personnel/Change Personnel   |                                     |   | X   |   |   |   |   |                                |                         | Contract #HSR11-20 (Exhibit D; Section 12) (See Attachment #1); Board resolution 13-01 (See Attachment #2)   |
| Approve Subcontractor Requests   |                                     |   | X   |   |   |   |   |                                |                         | Contract #HSR11-20 (Exhibit D; Section 3.B.9) (See Attachment #1); Board resolution 13-01 (See Attachment #2)  |



DRAFT

Delegation of Authority for Construction Package 1

| Responsibility                  | Authority's Delegation of Authority |   |   |   |   |   |   |                                | Authorization Reference   |
|---------------------------------|-------------------------------------|---|---|---|---|---|---|--------------------------------|---|
|                                 | PCM Design-Build Oversight Manager  | Change Control Committee <sup>1</sup> (CCC) Concurrence | Project Level                                       |   | Program Level                                   |   | Executive Level                           |                                |   |
|                                 |                                     |   | Authority's Design & Construction Manager (On Site) | Authority's Director of Design & Construction | Authority's Deputy Chief Program Manager (DCPM) | Authority's Chief Program Manager (CPM) | Authority's Chief Executive Officer (CEO) | Authority's Board of Directors |   |
| Approve Amendments              |                                     |   | X   |   |   |   |   |                                | Contract #HSR11-20 (Exhibit D;Section 11) (See Attachment #1); Board resolution 13-01 (See Attachment #2) |
| Issue Stop Work Notices         |                                     |   | X   |   |   |   |   |                                | Contract #HSR11-20 (Exhibit D;Section 17) (See Attachment #1); Board resolution 13-01 (See Attachment #2) |
| Issue Breach of Contract Notice |                                     |   | Recommend   | X <sup>2</sup>                                |   |   |   |                                | Contract #HSR11-20 (Exhibit D;Section 10)(See Attachment #1); Board resolution 13-01 (See Attachment #2)  |
|                                 |                                     |   |   |   |   |   |   |                                |   |



DRAFT

Delegation of Authority for Construction Package 1

| Responsibility  | Authority's Delegation of Authority |   |   |   |   |   |   |                                | Authorization Reference  |
|---|-------------------------------------|---|---|---|---|---|---|--------------------------------|--|
|   | PCM Design-Build Oversight Manager  | Change Control Committee <sup>1</sup> (CCC) Concurrence | Project Level                                       |   | Program Level                                   |   | Executive Level                           |                                |  |
|   |                                     |   | Authority's Design & Construction Manager (On Site) | Authority's Director of Design & Construction | Authority's Deputy Chief Program Manager (DCPM) | Authority's Chief Program Manager (CPM) | Authority's Chief Executive Officer (CEO) | Authority's Board of Directors |  |
| <b>Oversight Projects<sup>14</sup></b>  |                                     |   |   |   |   |   |   |                                |  |
| <b>Realignment of State Route 99 - California Department of Transportation - Contract #HSR12-06</b> |                                     |   |   |   |   |   |   |                                |  |
| Finalize and Execute SR99 Relocation Contract with CalTrans   |                                     |   |   |   |   |   |   | X                              | Board Resolution #HSRA 12-23; HSR Resolution 14-01 and Board Policy #11-001 (See Attachment #2); PUC §185036 |
| Approve schedule changes (review impacts to corresponding CP schedule)                              |                                     |   | Recommend   | X <sup>d</sup>                                |   |   |   |                                | Board Resolution #HSRA 12-23; HSR Resolution 14-01 and Board Policy #11-001 (See Attachment #2); PUC §185036 |
| Approve changes   |                                     |   |   | X <sup>16</sup>                               |   |   | X <sup>8</sup>                            | X <sup>8</sup>                 | Board Resolution #HSRA 12-23; HSR Resolution 14-01 and Board Policy #11-001 (See Attachment #2); PUC §185036 |
| Approve supplemental funds  |                                     |   |   | Recommend                                     | X <sup>16</sup>                                 |   | X <sup>8</sup>                            | X <sup>8</sup>                 | Board Resolution #HSRA 12-23; HSR Resolution 14-01 and Board Policy #11-001 (See Attachment #2); PUC §185036 |
| Approve progress payments   |                                     |   |   | X   |   |   |   |                                | Board Resolution #HSRA 12-23; HSR Resolution 14-01 and Board Policy #11-001 (See Attachment #2); PUC §185036 |
| <b>Realignment of Veteran's Boulevard - City of Fresno Contract #HSR14-XX</b>                       |                                     |   |   |   |   |   |   |                                |  |
| Finalize and Execute Veterans Boulevard Agreement   |                                     |   |   |   |   |   |   | X                              | Board Resolution #HSRA 13-35; HSR Resolution 14-01; HSR Board Policy #11-001;                                |
| Approve schedule changes (review impacts to corresponding CP schedule)                              |                                     |   | Recommend   | X <sup>d</sup>                                |   |   |   |                                | Board Resolution #HSRA 13-35; HSR Resolution 14-01; HSR Board Policy #11-001;                                |
| Approve changes   |                                     |   |   | X <sup>16</sup>                               |   |   | X <sup>8</sup>                            | X <sup>8</sup>                 | Board Resolution #HSRA 13-35; HSR Resolution 14-01; HSR Board Policy #11-001;                                |
| Approve supplemental funds  |                                     |   |   | Recommend                                     | X <sup>16</sup>                                 |   | X <sup>8</sup>                            | X <sup>8</sup>                 | Board Resolution #HSRA 13-35; HSR Resolution 14-01; HSR Board Policy #11-001;                                |
| Approve progress payments   |                                     |   |   | X   |   |   |   |                                | Board Resolution #HSRA 13-35; HSR Resolution 14-01; HSR Board Policy #11-001;                                |



DRAFT

Delegation of Authority for Construction Package 1

| Responsibility   | Authority's Delegation of Authority |   |   |   |   |   |   |                                | Authorization Reference   |
|--|-------------------------------------|---|---|---|---|---|---|--------------------------------|---|
|  | PCM Design-Build Oversight Manager  | Change Control Committee <sup>1</sup> (CCC) Concurrence | Project Level                                       |   | Program Level                                   |   | Executive Level                           |                                |   |
|  |                                     |   | Authority's Design & Construction Manager (On Site) | Authority's Director of Design & Construction | Authority's Deputy Chief Program Manager (DCPM) | Authority's Chief Program Manager (CPM) | Authority's Chief Executive Officer (CEO) | Authority's Board of Directors |   |
| <b>Third Party Agreements<sup>13</sup></b>   |                                     |   |   |   |   |   |   |                                |   |
| Approve and execute any changes or amendments to:                                  |                                     |   |   |   |   |   |   |                                |   |
| Utility Agreements   | Recommend                           |   | X <sup>12</sup>                                     | X <sup>12</sup>                               |   |   |   |                                | Board Resolutions #HSRA 11-09, 12-05,12-24, 12-28, 13-19, 13-23 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-05 & 14-05-01. SB 1029; PUC §185030 <i>et seq</i><br>Board Resolutions #HSRA 11-09, 12-05,12-24, 12-28, 13-19, 13-24 & 14-01; Board Policy HSRA 11-001,Delegation of Authority Letters HSRA #14-05 & 14-05-01. SB 1029; PUC §185030 <i>et seq</i><br>Board Resolutions #HSRA 11-09, 12-05,12-24, 12-28, 13-19 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-05 & 14-05-01. SB 1029; PUC §185030 <i>et seq</i><br>Board Resolutions #HSRA 11-09, 12-05,12-24, 12-28, 13-19 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-05 & 14-05-01. SB 1029; PUC §185030 <i>et seq</i><br>Board Resolutions #HSRA 11-09, 12-05,12-24, 12-28, 13-19, 13-23, 13-24 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-05 & 14-05-01. SB 1029; PUC §185030 <i>et seq</i><br>HSR13.06 (GP 49.1.2.2.1) (See Attachment #1) |
| Railroad Agreements  |                                     |   |   |   |   |   | X <sup>8</sup>                            |                                |   |
| Grade Separation Agreements  |                                     |   | X <sup>12</sup>                                     | X <sup>12</sup>                               |   |   |   | X <sup>8</sup>                 |   |
| Reimbursement Agreements   |                                     |   | Recommend   | Recommend                                     |   |   |   |                                |   |
| Maintenance Agreements   |                                     |   | Recommend   | Recommend                                     |   |   |   |                                |   |
| Task Orders (for Third Party Work related to CP01 DB Contract)                     |                                     |   |   | X   |   |   |   |                                |   |
| <b>Environmental Approvals</b>   |                                     |   |   |   |   |   |   |                                |   |
| National Pollution Discharge Elimination System (NPDES) - Approved Signatory       |                                     |   | X   |   |   |   |   |                                |   |
| National Pollution Discharge Elimination System (NPDES)-Legally Responsible Person |                                     |   |   | X   |   |   |   |                                |   |
| Approve Hazardous Material Manifests   | Recommend                           |   | X   |   |   |   |   |                                | Contract HSR13-06 (GP 43) (See Attachment #1)   |

1 - CCC review and concurrences required on indicated changes before issuance of a Change Order or Directive Letter authorizing work to proceed to the Contractor. CCC to be notified of all changes.  
 2 - CCC review of changes below \$5 million or single contract time extensions to be on an as needed basis determined by a review committee consisting of the Authority's Director of Design & Construction and PMT's Design-Build Manager. This review and decision to submit to the CCC will be based on potential political and/or program implications or significance of the change.  
 3 - When a group of changes on a single topic or project element exceed \$5 million or a subsequent change causes the cumulative value to exceed \$5 million, even if previous change orders on the topic were approved below the \$5 million threshold, all related or subsequent changes shall be presented to the CCC for concurrence.  
 4 - All potential time extensions shall be evaluated in the overall Program Master Schedule to determine if the impact extends beyond the single contract requesting the extension.  
 5 - Refer to GP 51.1 for conditions of appeal.  
 6 - Submittals potentially impacting other contracts are delegated to Authority's Director of Design & Construction, Authority's On-Site Manager provides recommendations to Authority's Director of Design & Construction. Those at Construction Package (CP) Level are delegated to PCM who consult Authority's On-Site Manager on as needed basis.  
 7 - Three (3) Steps in resolution ladder before DRB per actual resolution ladder as mutually agreed upon during kickoff partnering session.  
 8 - For Agreements exceeding \$1 million value but less than or equal to \$5 million are delegated to CEO. Agreements exceeding \$5 million value need Board's approval.  
 9 - Consult Authority's Office of Procurement and Contracts (OPAC) before issuing the notice as appropriate.  
 10 - Use of provisional sums to be documented & reported to management.  
 11 - Inform Authority's Board Committee (Finance & Audit)  
 12 - For Agreements not to exceed \$1 million value. Agreements potentially impacting other contracts are delegated to Authority's Director of Design & Construction, Authority's On-Site Manager provides recommendations to Authority's Director of Design & Construction.  
 13 - Requires legal counsel prior to issuance. As appropriate.  
 14 - Includes projects to be completed by Caltrans, Cities, Counties or other local and State agencies.  
 15 - The cumulative delegation value for change orders cannot exceed the Board approved contingency value, refer to the construction package specific Board Resolution.  
 16 - Agreements not to exceed \$1 million in value.





## **Appendix D: List of Authority's Procedures**

*(Found in Share point)*





To access any of the following documents in Share Point, use this SP hyperlink; [Policy, Procedure, Instructions Summary Index](#) and then use the Navigation Tool (Search Document field) to locate the specific document that may be needed.

1. Contract Change Order Procedure
2. Design Variance Internal Procedure
3. Due Diligence Check for Civil-Structural Design-Build Contract





## Appendix E: Flowcharts





**Appendix E Table of Contents for Flowcharts**

**Flowchart Key ..... 1**

**1.0 Environmental Compliance Process ..... 2**

1.1 Program Environmental Compliance Overview..... 2

1.2 Environmental Incident Reporting..... 3

1.3 On-Site Environmental Mitigation Monitoring..... 4

1.4 Environmental Programmatic Permit issuance ..... 5

1.5 Consistency Determination-Consistent with Programmatic Permit..... 6

1.6 Consistency Determination-Inconsistent with Programmatic Permit ..... 7

1.7 Offsite Mitigation..... 8

**2.0 Quality Management Process ..... 9**

2.1 Contractor Quality Control Oversight ..... 9

2.2 Contractor Quality Assurance Oversight.....10

2.3 Non-Conformance .....11

2.4 Accepting Non-Conforming Work .....12

2.5 Authority Identification of Non-Conformance.....13

**3.0 Right of Way Process .....14**

3.1 Right of Way Identification and Appraisal .....14

3.2 Public Works Board (PWB) Acquisition Process.....15

3.3 Right of Way Identification (Current).....16

3.4 Right of Way Task Order and Monitoring Process .....17

3.5 Right of Way Handover to Design-Builder .....18

3.6 Right of Way Land Use Change Request .....19

3.7 Right of Way Process (Contractor Requested Change).....20

3.8 Environmental Clearance of Additional Row.....21

3.9 Hazardous Materials Identification Current Process .....22

3.10 Acquisition of Contaminated Property.....23

3.11 Hazardous Materials Remediation (Design-Builder) .....24

**4.0 Submittal Review Process .....25**

4.1 Submittal Review-Technical Contract Submittals.....25

4.2 Submittal Review-Other Technical and Non-Technical Contract Submittals (Requires Approval).....26

4.3 Submittal Review-Information.....27

4.4 Submittal Review-Third Parties.....28

4.5 Design Submittals/Change Order .....29

**5.0 Utility Coordination Process.....30**

5.1 Utility Coordination-Tri-Partite Task Order Process Prior To Construction .....30

5.2 Utility Coordination-Bi-Partite Task Order Process Prior to Construction .....31

5.3 Utility Coordination-Bi Partite Task Order Process During Construction .....32

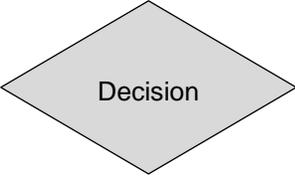
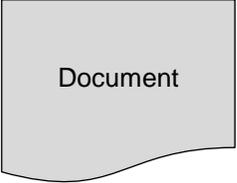
5.4 Utility Coordination-Tri-Partite Task Order Process During Construction .....33

**6.0 Contractor’s Monthly Invoicing and Payment Approval .....34**





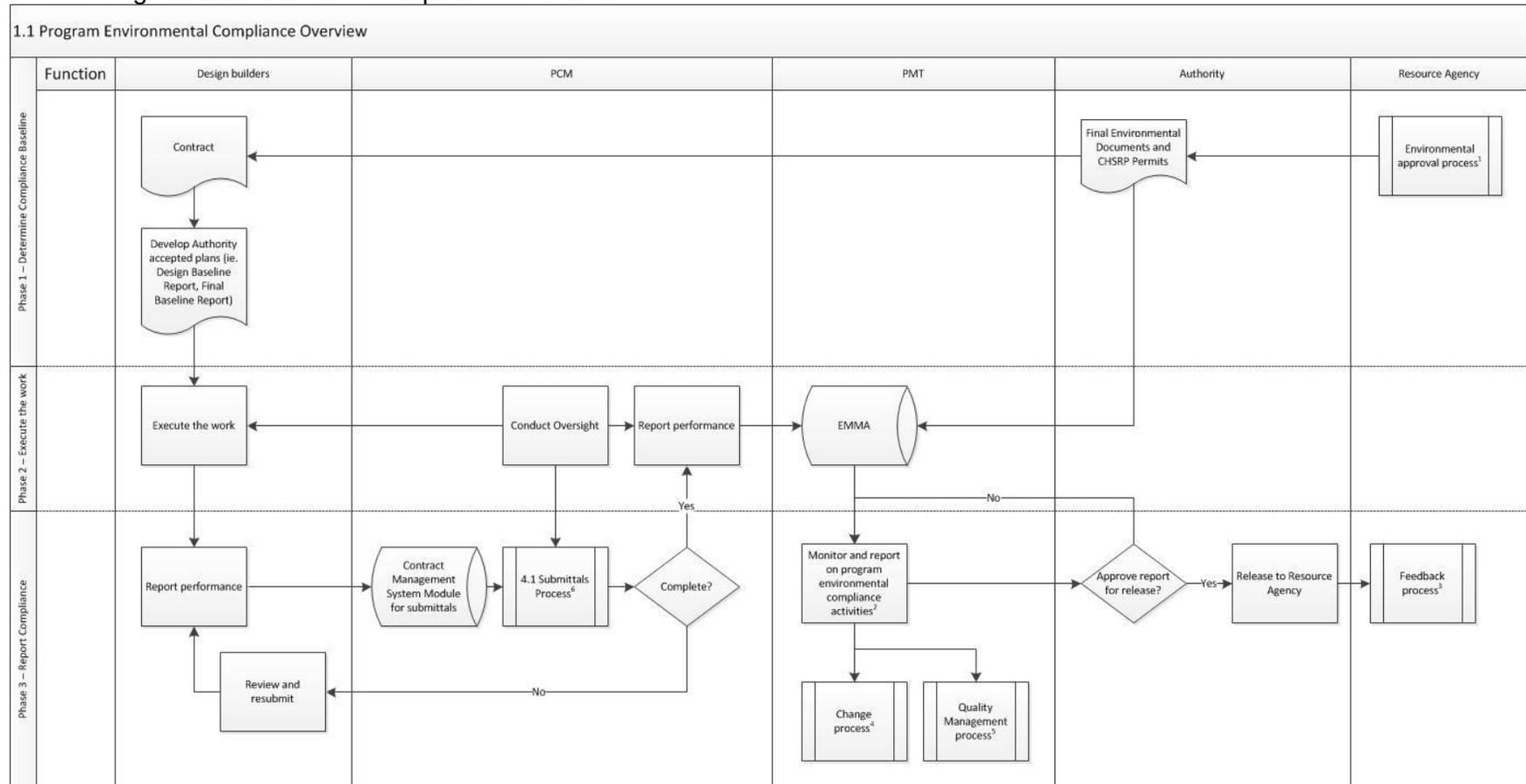
**Flowchart Key**

| Shape  | Definition   |
|--|--|
|  <p>Action</p>                        | <p>What someone or an organization does.</p>   |
|  <p>Decision</p>                      | <p>A decision to be made at a point in the overall process</p>   |
|  <p>Sub-Process</p>                   | <p>A separate process with its own more detailed steps. Used to show where one process feeds into or interacts with another.</p> |
|  <p>Document</p>                    | <p>A document that provides the basis for a process or is a key input.</p>   |
|  <p>Start/End</p>                   | <p>Where a process starts or ends</p>  |
|  <p>Database</p>                    | <p>Where data associated with the process and/or submittal is stored</p>   |
|  <p>Supplementary Comment Level</p> | <p>Supplementary comment level for additional explanation and clarification of a process.</p>                                    |



# 1.0 Environmental Compliance Process

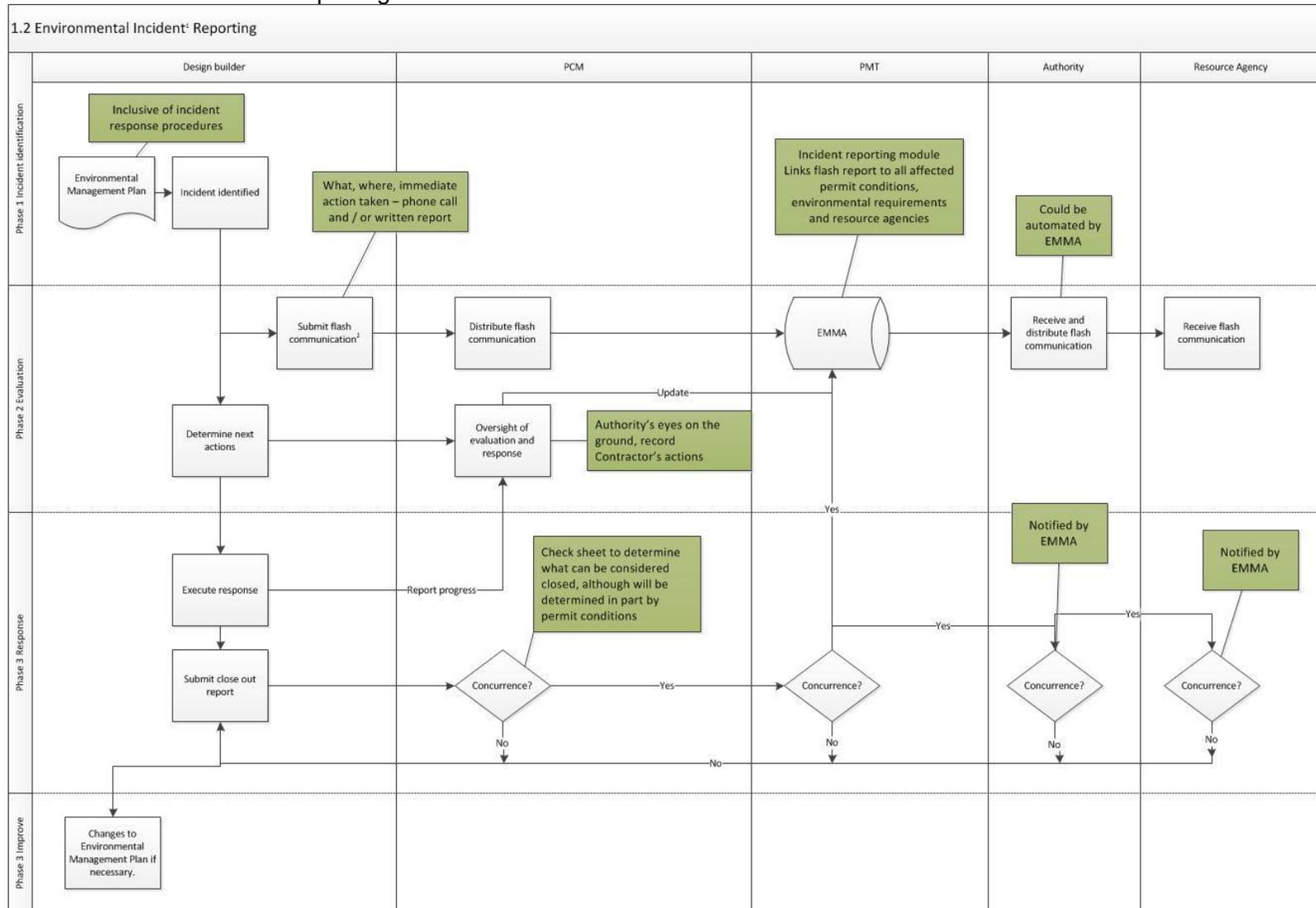
## 1.1 Program Environmental Compliance Overview



1. Environmental approval process consists of a collaboration with various agencies to complete the EIR/EIS and checkpoint process.
2. Aggregate program compliance data Produce trending, metrics and recommendations for improvement
3. Feedback Process is included for context and will be developed by Authority and Resource Agency.
4. Change Process is described in Section 8.0 Changes of the PCM Manual.
5. Quality Management Process is illustrated in Flow Charts 2.1 and 2.2 and Section 9.0 Quality Management of the PCM Manual.
6. Please reference flowchart 4.1 for the Submittal Process.



## 1.2 Environmental Incident Reporting

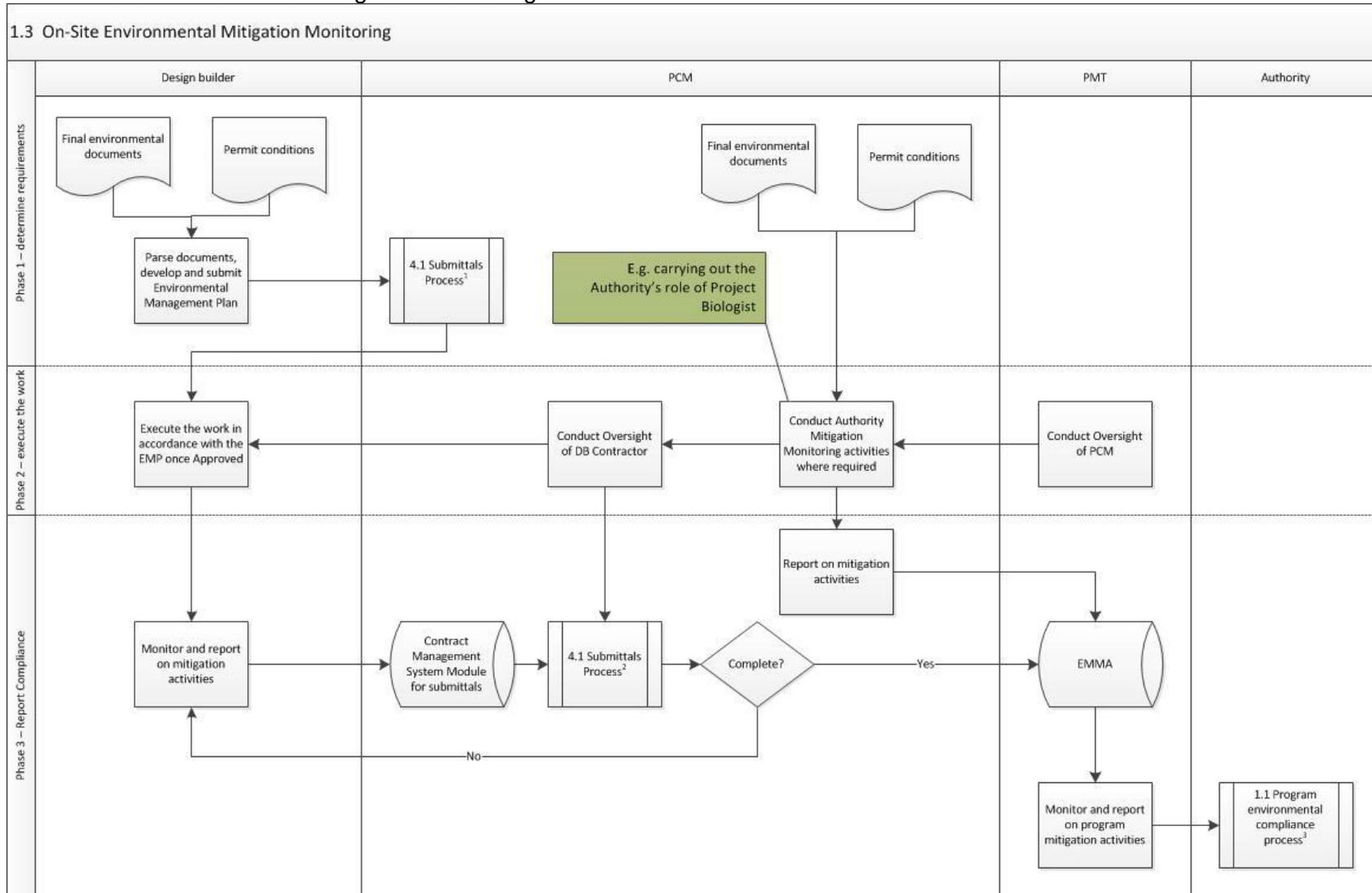


1. An "incident" for this project means an incident or set of circumstances during or as a consequence of which there is or is likely to be a leak, spill or other escape or deposit of a substance, as a result of which pollution has occurred, is occurring or is likely to occur. It includes an incident or set of circumstances in which a substance has been placed or disposed of on premises, but it does not include an incident or set of circumstances involving only the emission of any noise.

2. Contractor EMP may define a different term, but the intent is a fast communication reporting the facts as they become known.



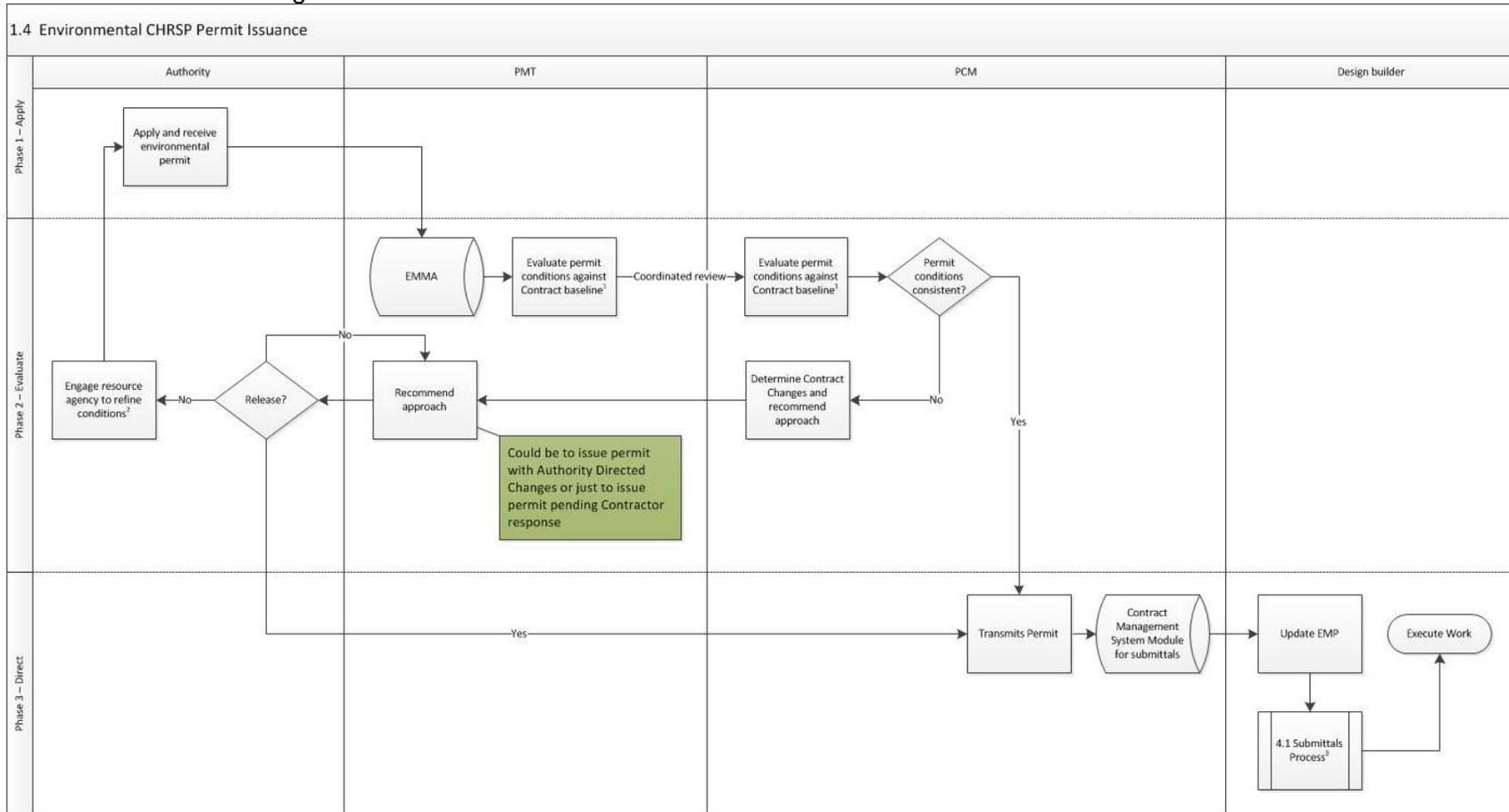
### 1.3 On-Site Environmental Mitigation Monitoring



1. Please reference flowchart 4.1 for the Submittal Process.  
 2. Please reference flowchart 4.1 for the Submittal Process.  
 3. Please reference flowchart 1.1 for the Program Environmental Overview Process.



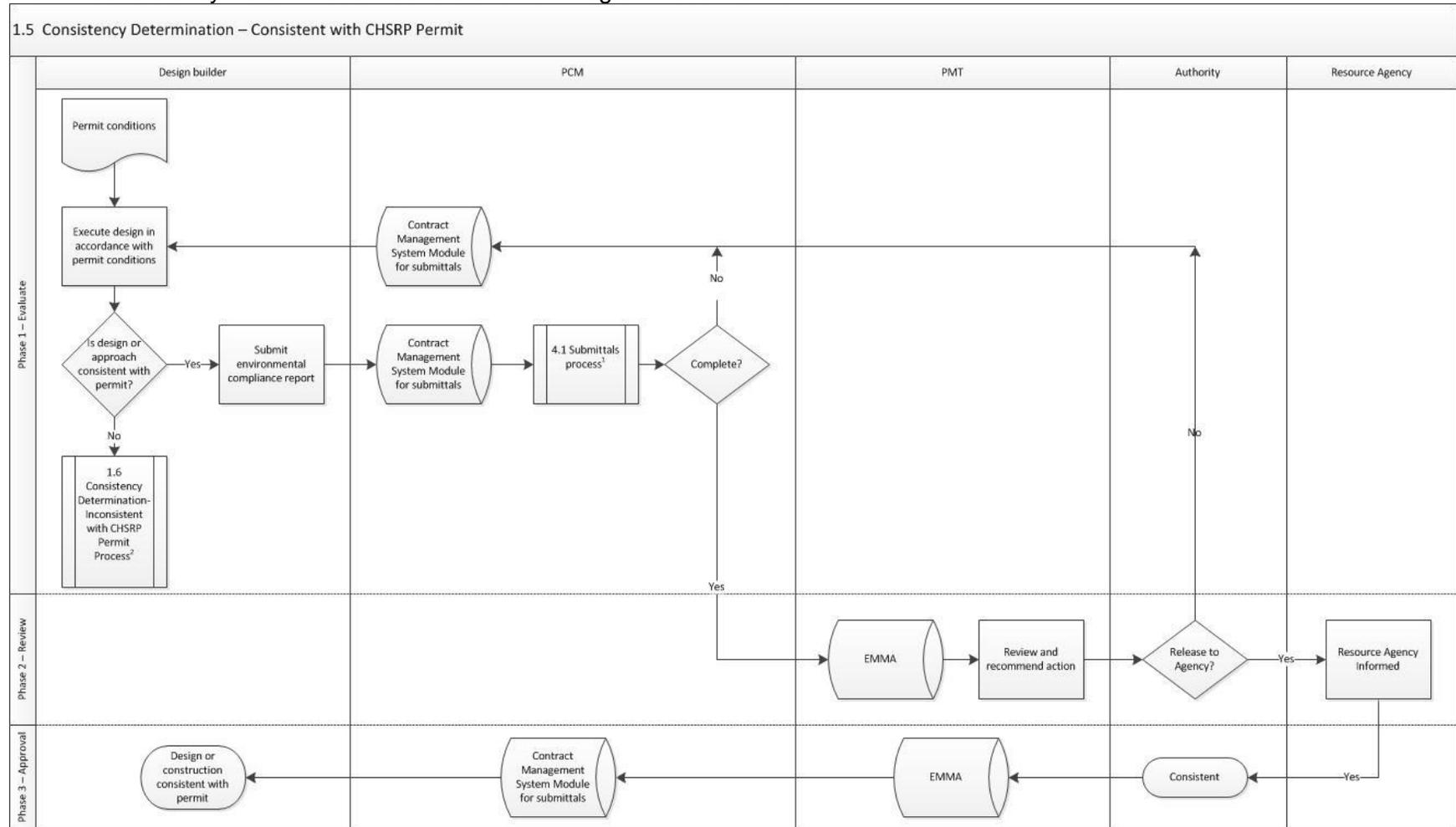
### 1.4 Environmental Programmatic Permit issuance



1. In this case, the Contract baseline is the Final Environmental Documents as defined in the General Provisions. The intent of this step is to understand the effect the permit conditions may have will have on the DB Contractor and to what extent there could be a substantial change in the contract.  
 2. Conditions may require refining or clarifying to anticipate adverse cost and schedule implications.  
 3. Please reference flowchart 4.1 for the Submittals Process.



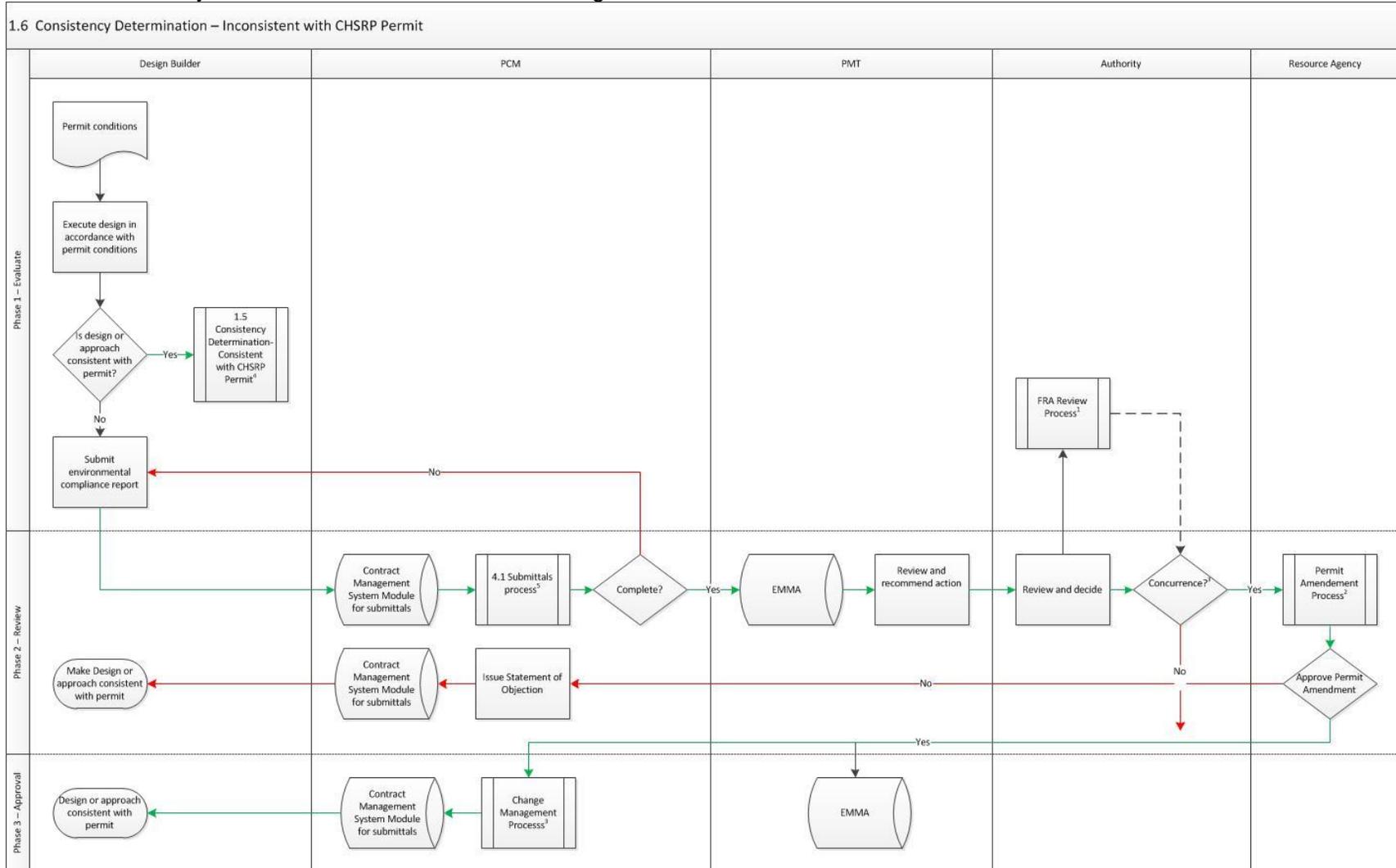
### 1.5 Consistency Determination-Consistent with Programmatic Permit



1. Please reference flowchart 4.1 for the Submittal Process.  
 2. Please reference flowchart 1.6 for the Consistency Determination-Inconsistent with CHSRP Permit Process.



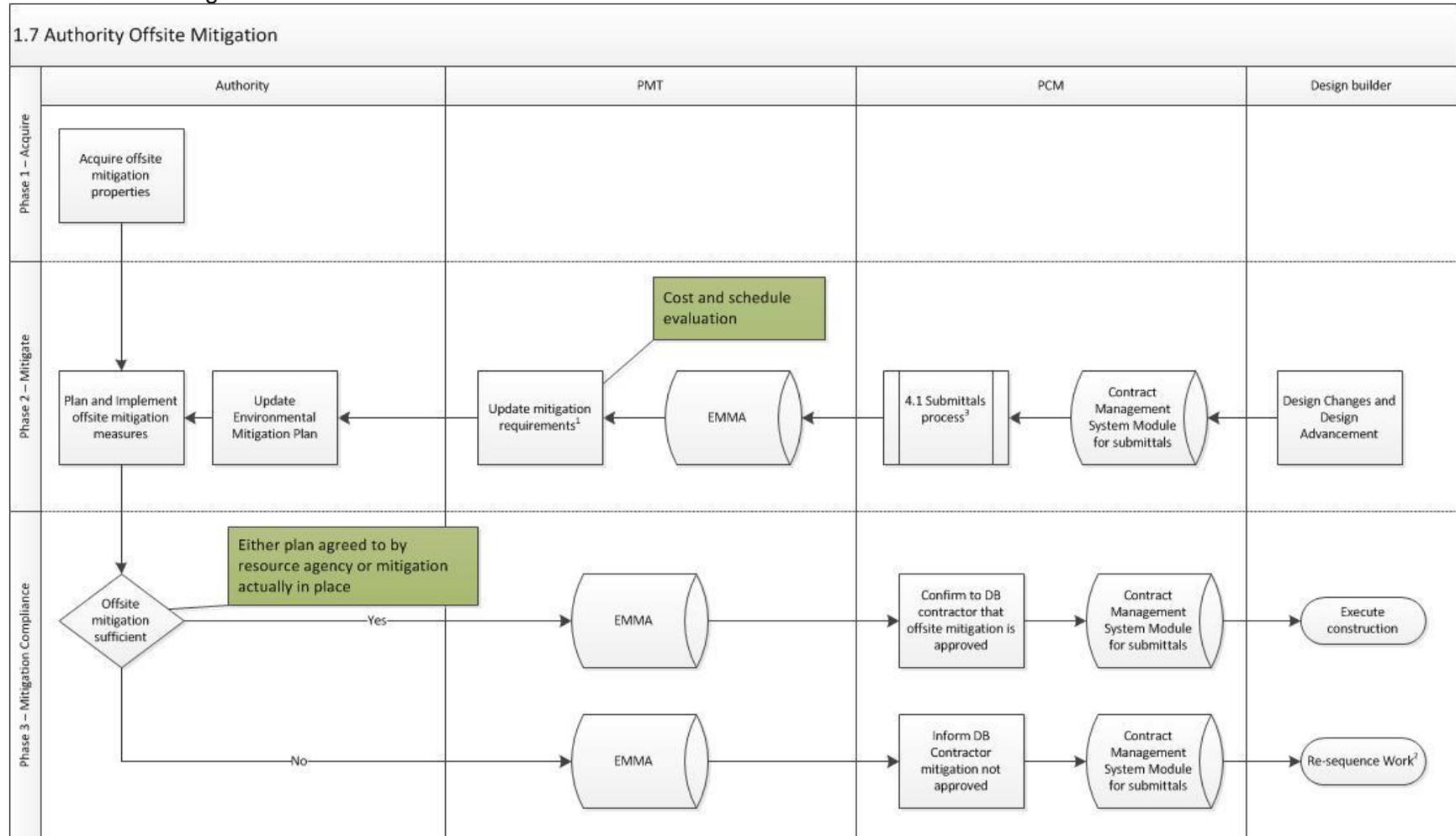
### 1.6 Consistency Determination-Inconsistent with Programmatic Permit



1. Review Process to be refined with FRA.  
 2. Process to be determined by Authority and Resource Agency.  
 3. Change Process is described in Section 8.0 Changes of the PCM Manual  
 4. Please reference flowchart 1.5 Consistency Determination-Consistent with CHSRP Permit Process.  
 5. Please reference flowchart 4.1 Submittals Process.



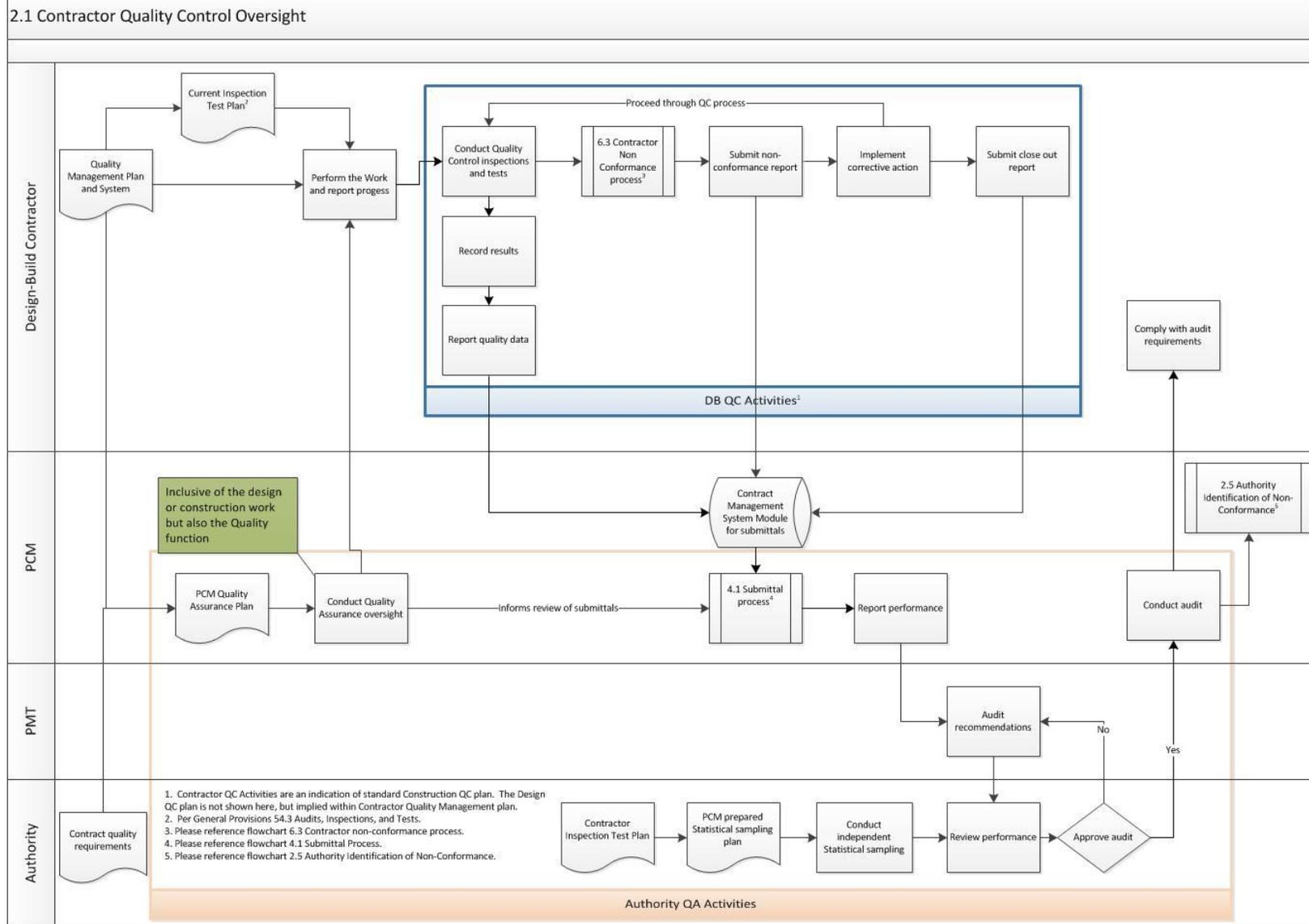
### 1.7 Offsite Mitigation



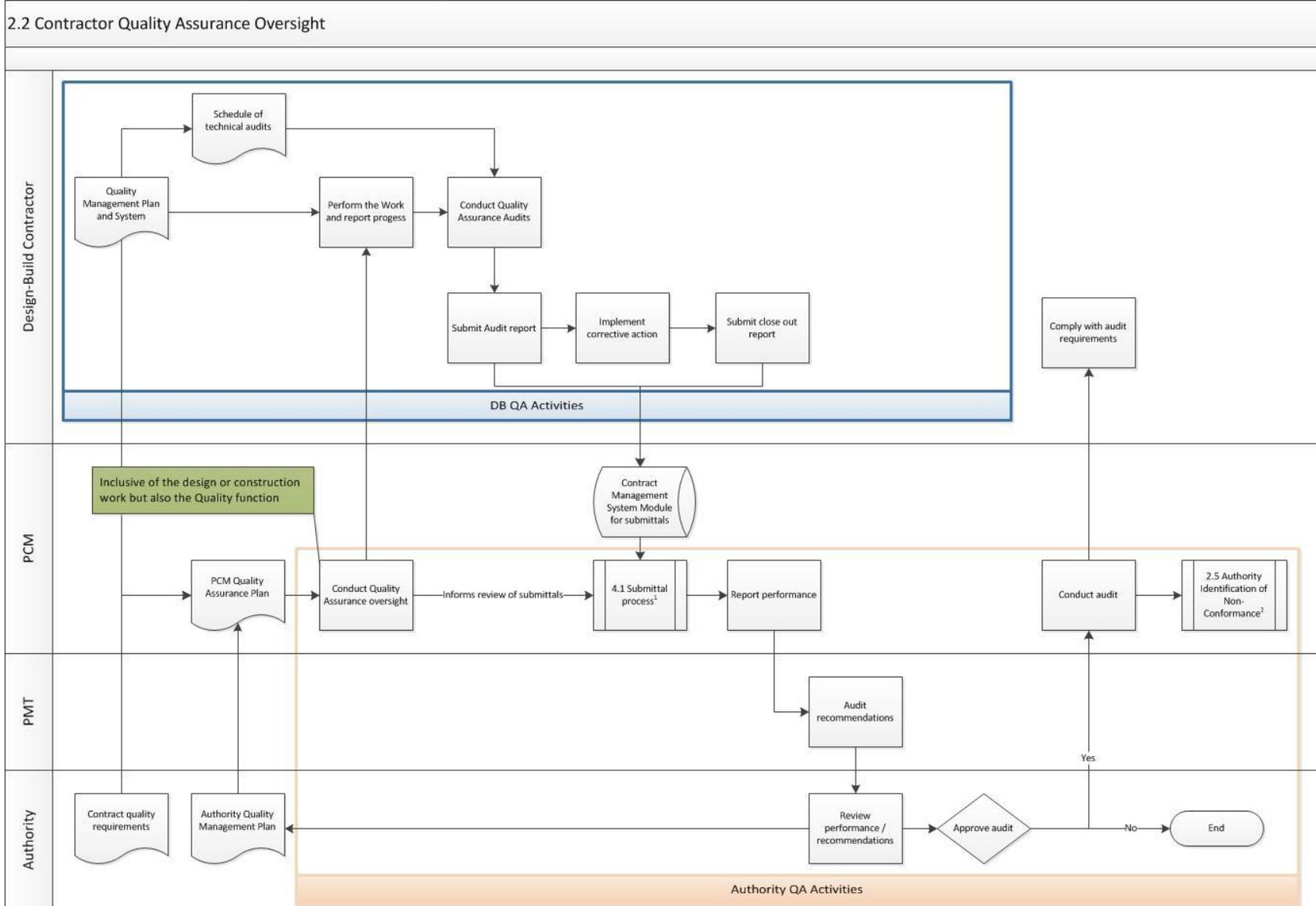
1. Mitigation acreage required, changes to mitigation requirements etc.  
 2. Construction method or sequence could be modified to account for offsite mitigation delay  
 3. Please reference flowchart 4.1 Submittals Process.



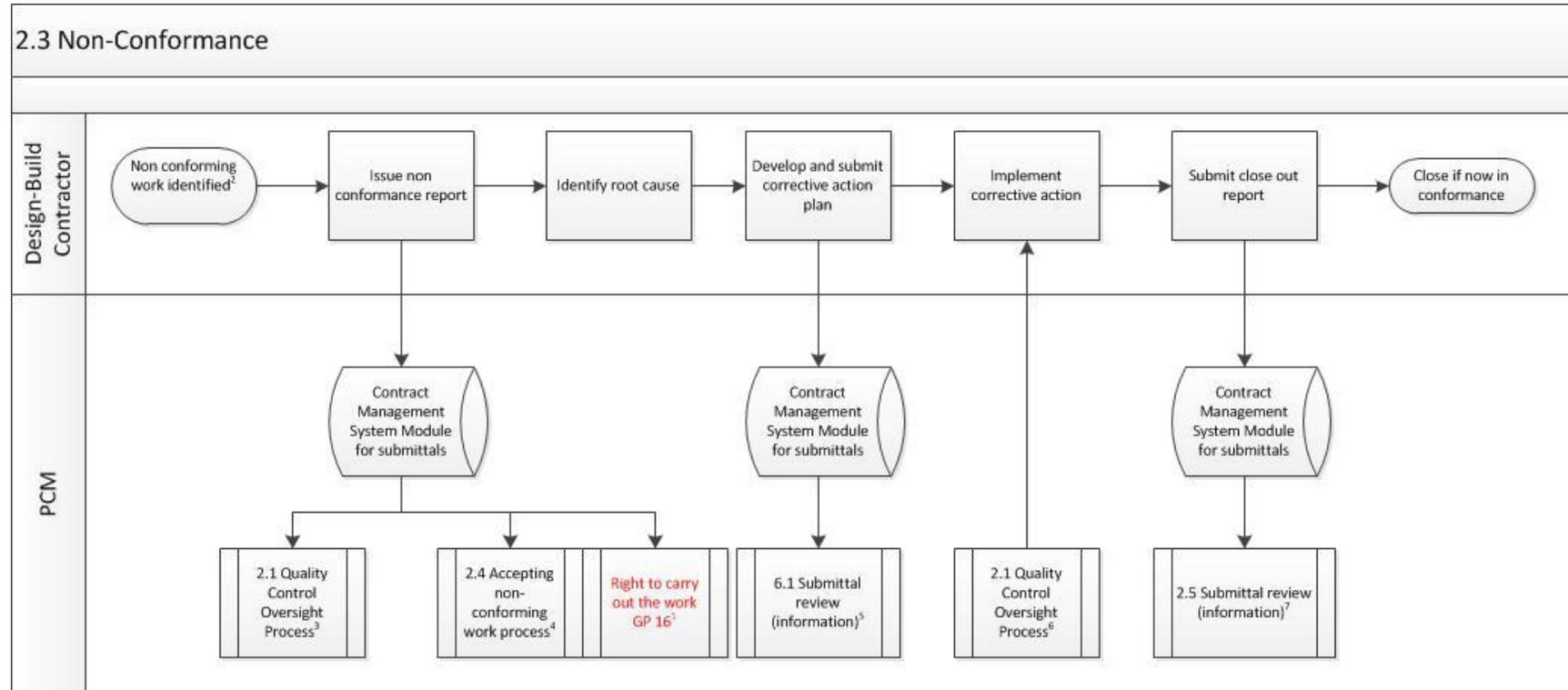
**2.0 Quality Management Process**  
**2.1 Contractor Quality Control Oversight**



## 2.2 Contractor Quality Assurance Oversight



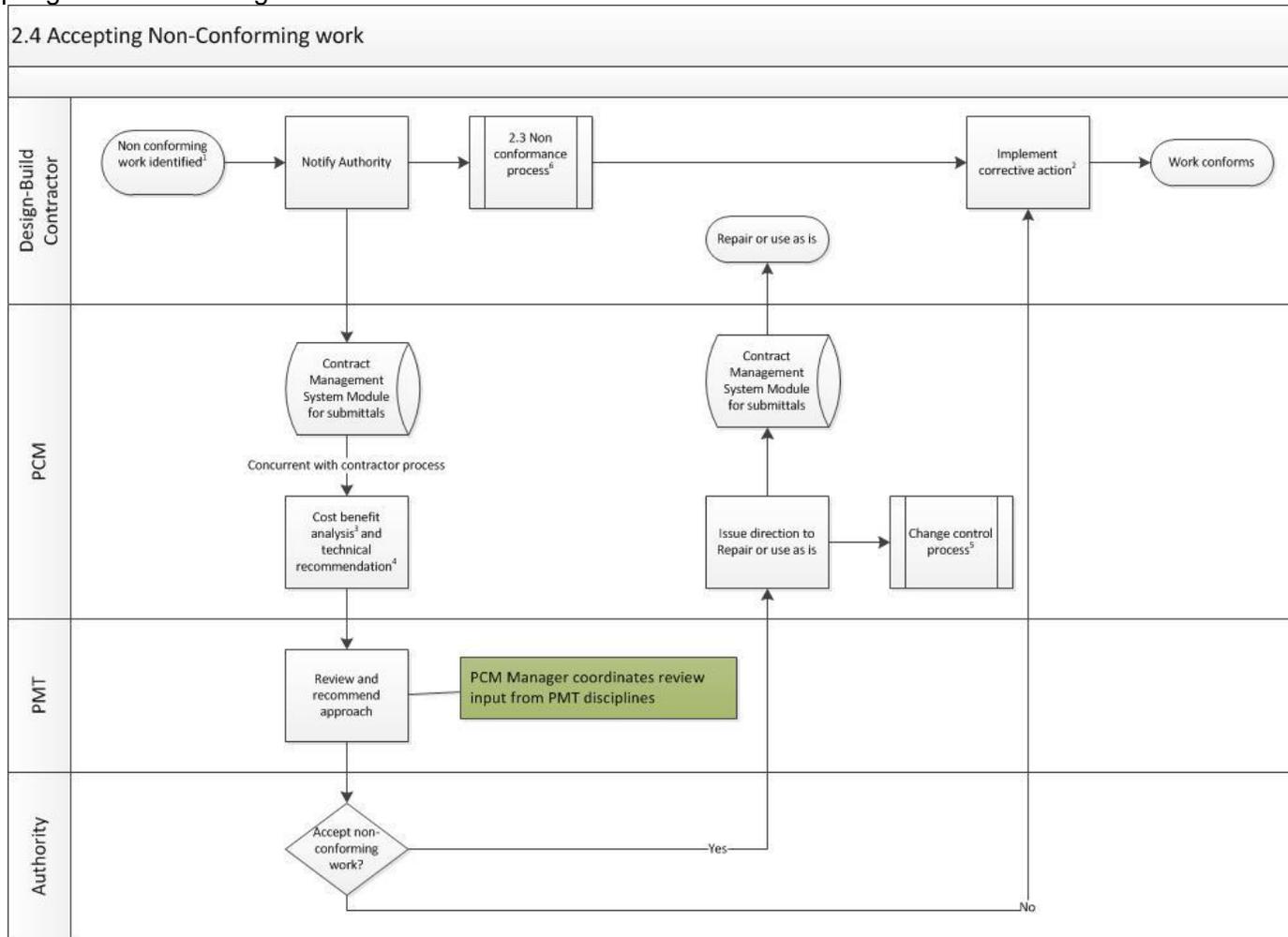
### 2.3 Non-Conformance



1. The Authority, in its sole discretion and without waiving any other rights, may elect to correct nonconforming Work and charge the Contractor for the cost of such corrections if the Contractor fails or refuses to act per Section 16 Right to Carry Out the Work of the General Provisions.
2. Non-Conforming work could include non-conforming work identified by the ICE/ISE.
3. Please reference flowchart 2.1 Quality Control Oversight Process.
4. Please reference flowchart 2.4 Accepting non-conforming work process.
5. Please reference flowchart 6.1 Submittal review (Information).
6. Please reference flowchart 2.1 Quality Control Oversight process.
7. Please reference flowchart 2.5 Submittal review (information).



## 2.4 Accepting Non-Conforming Work



1. May include Non-Conforming work identified by the ICE/ISE

2. The Corrective action could include removal of the material from the site or re-work of the material or construction element. Please reference flow chart 2.3 to identify the process for approving the corrective action.

3. Cost and schedule impact of implementing corrective action vs accepting non-conforming work

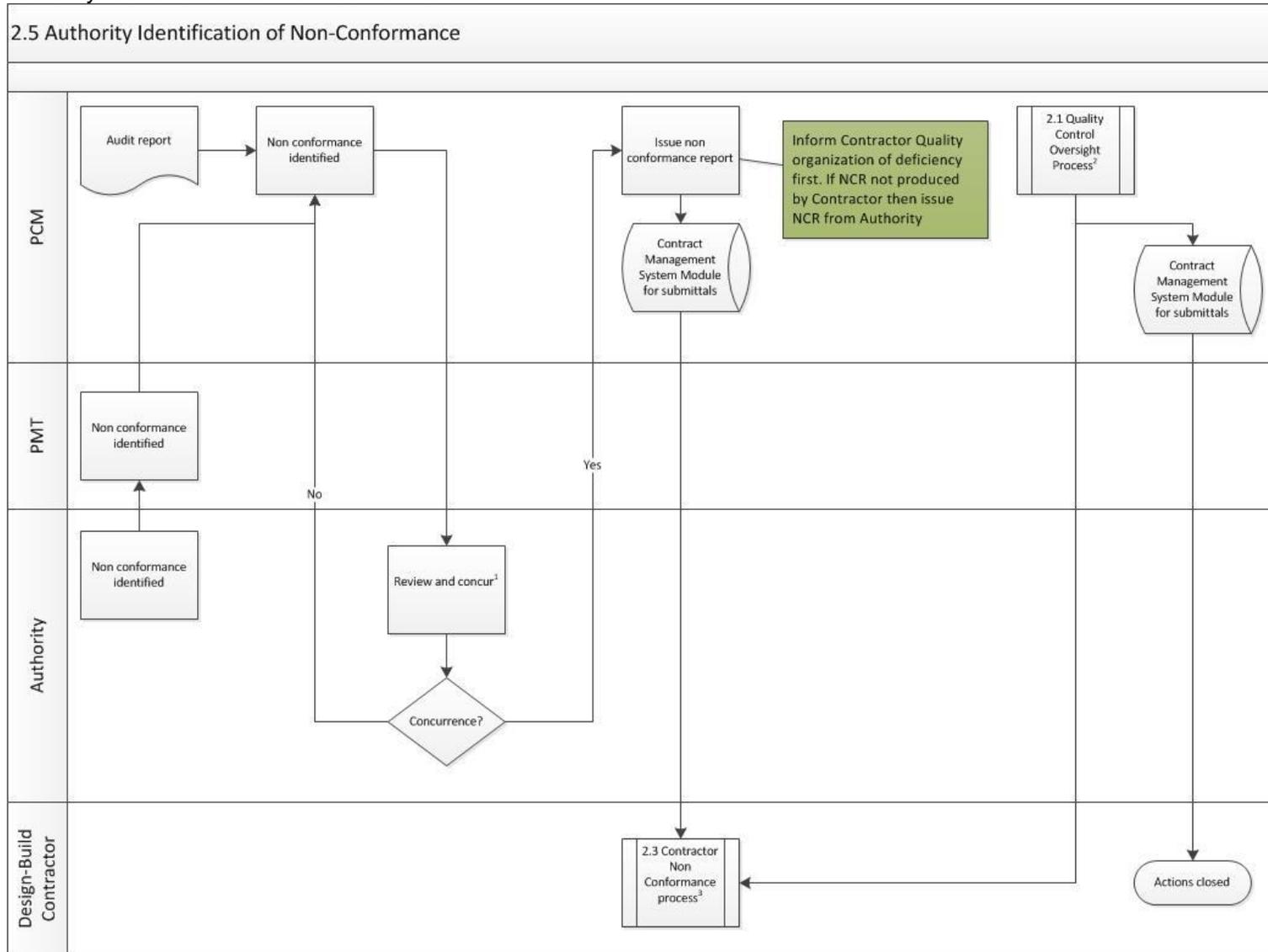
4. Technical recommendation determines PCM opinion of technical impact of accepting non-conforming work

5. Change Process is described in Section 8.0 Changes of the PCM Manual.

6. Please reference flowchart 2.3 Non-Conformance Process.



## 2.5 Authority Identification of Non-Conformance



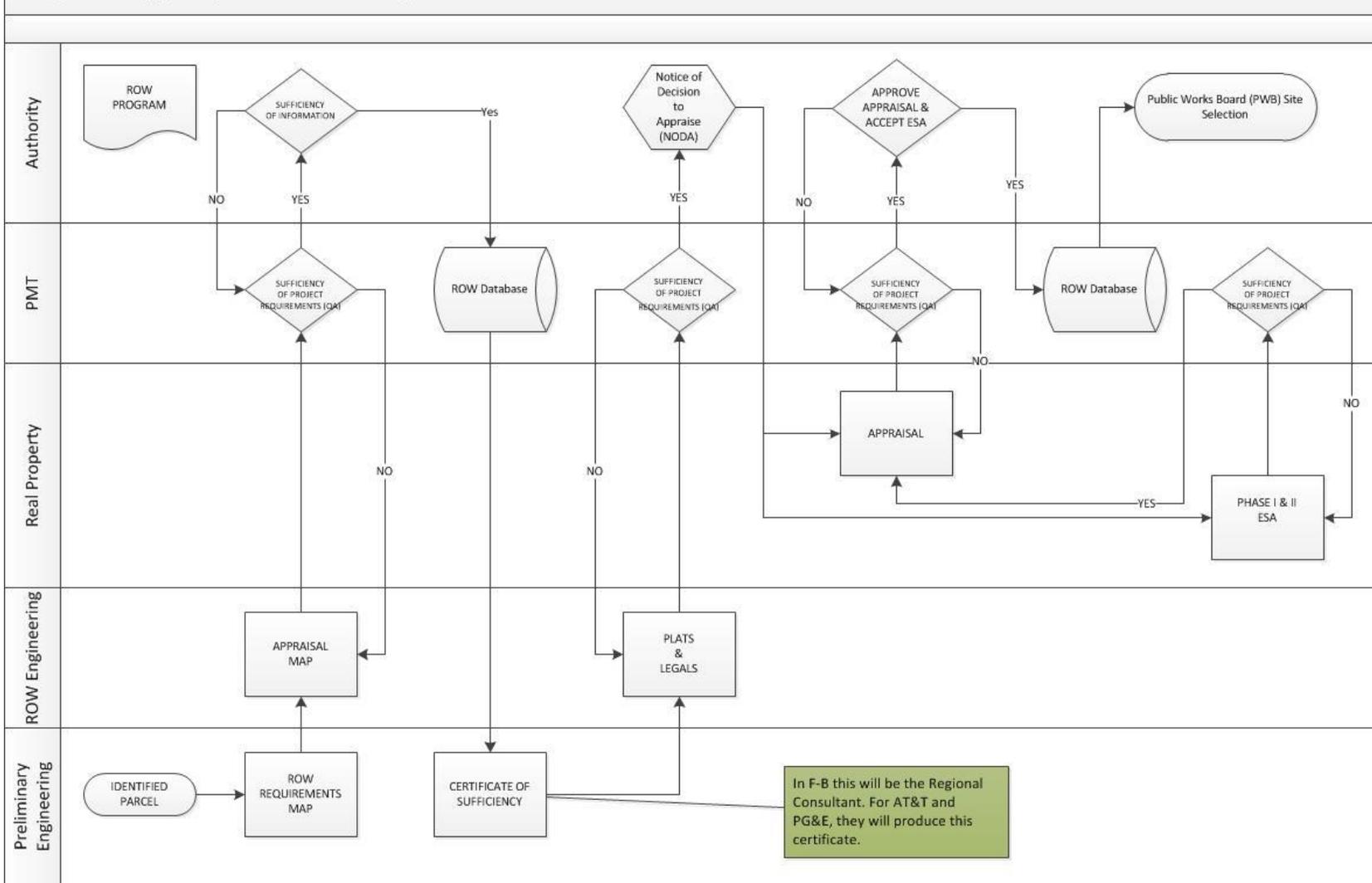
1. This step may not be required, possibly just an "inform" type action.  
 2. Please reference flowchart 2.1 Quality control Oversight Process.  
 3. Please reference flowchart 2.3 Contractor Non-Conformance Process.



### 3.0 Right of Way Process

#### 3.1 Right of Way Identification and Appraisal

3.1 Right of Way (ROW) Identification and Appraisal

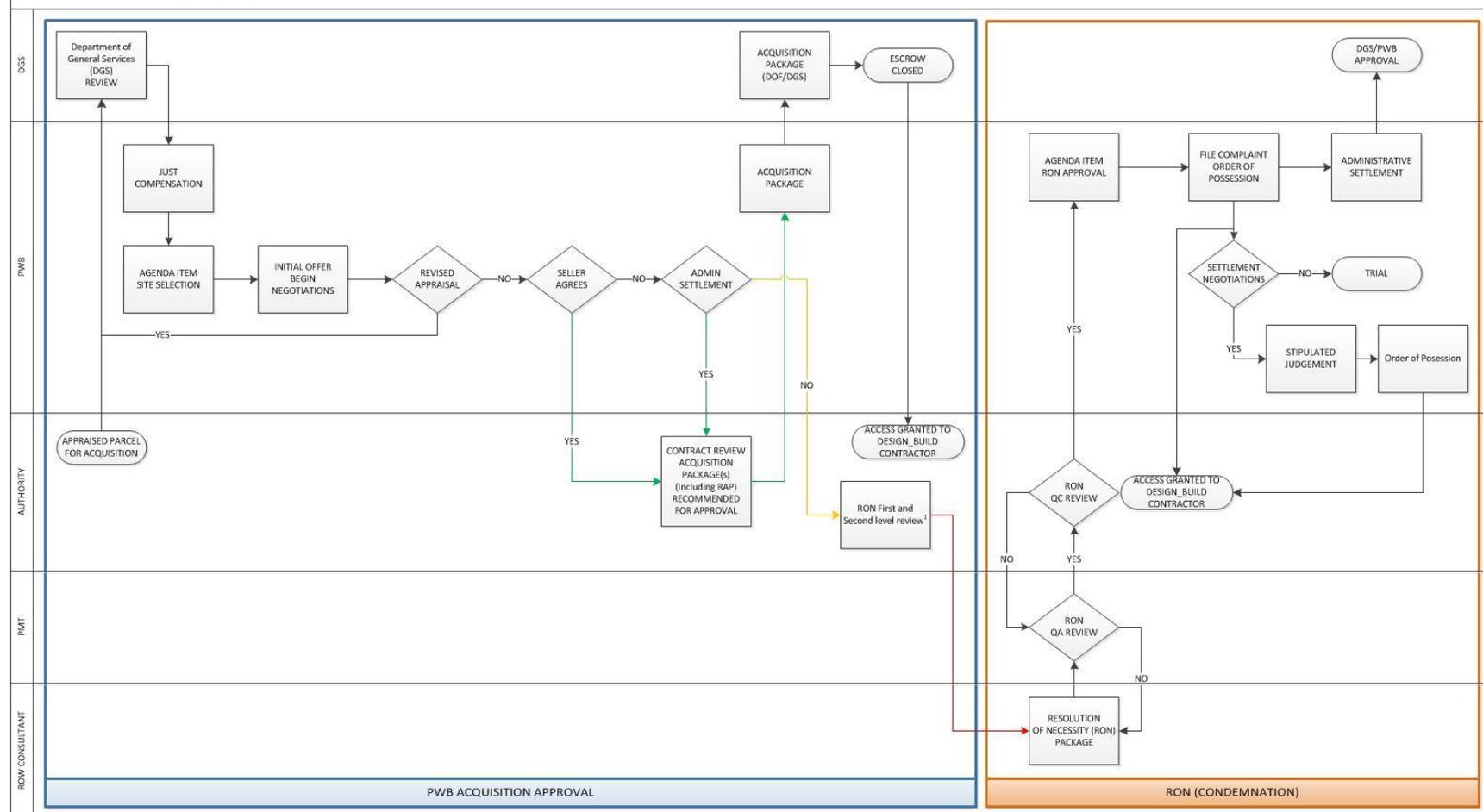


NOTE: Flowchart included for Context.



### 3.2 Public Works Board (PWB) Acquisition Process

3.2 Public Works Board (PWB) Acquisition Process

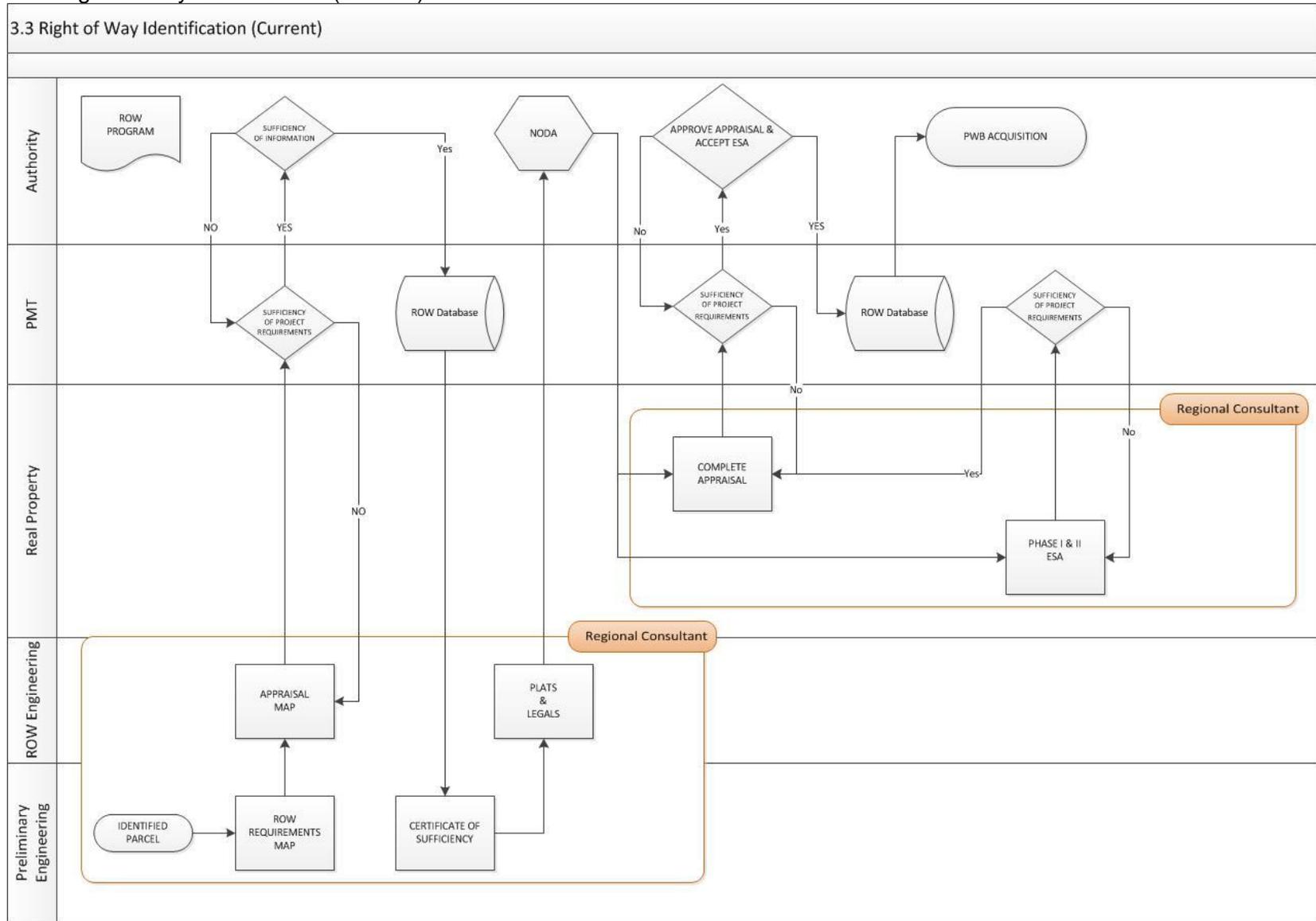


NOTE: Flowchart included for Context.

1. Coordinated by the Authority with support from ROW, Program and Project teams as necessary. For intent see: <http://www.dot.ca.gov/hq/oppd/design/m112602.pdf>



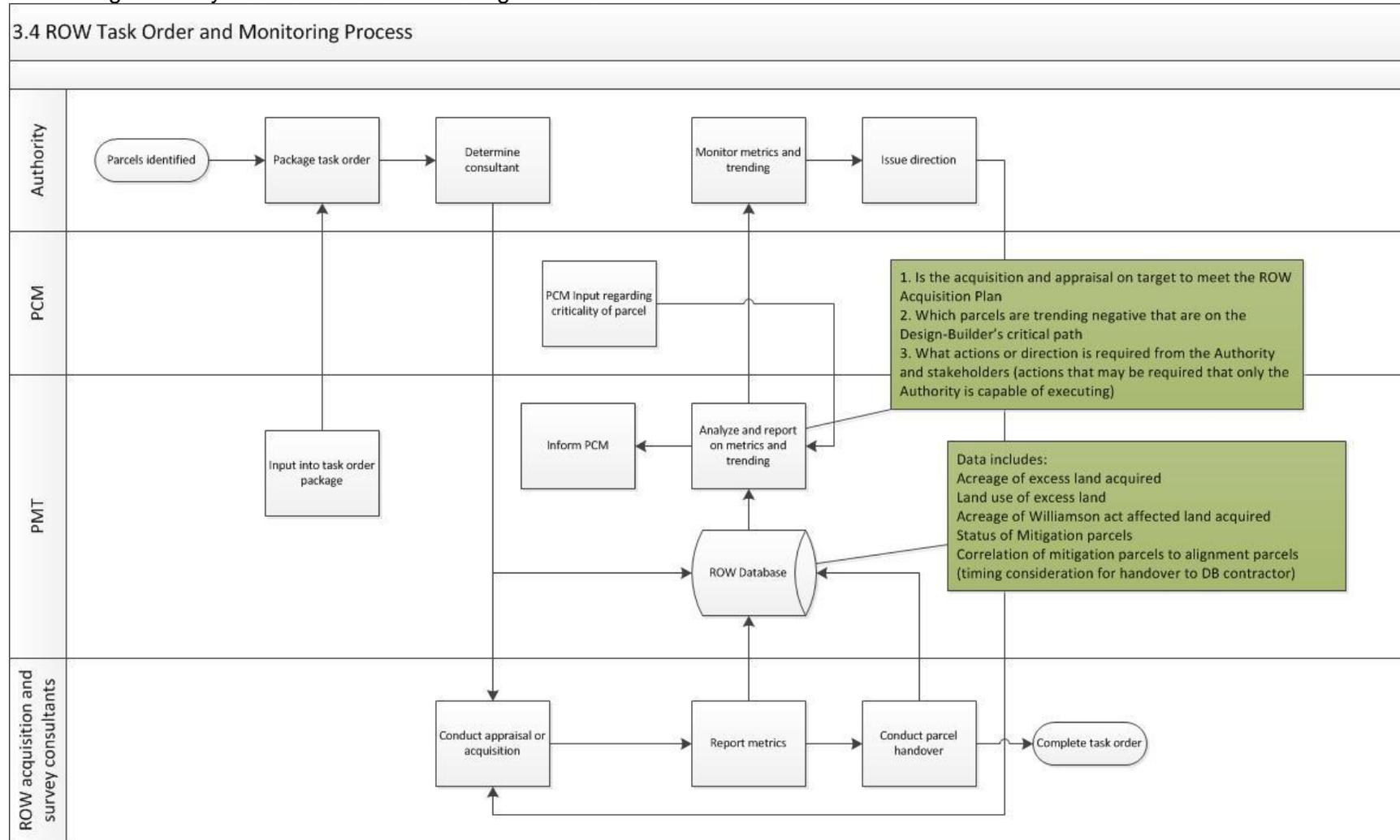
### 3.3 Right of Way Identification (Current)



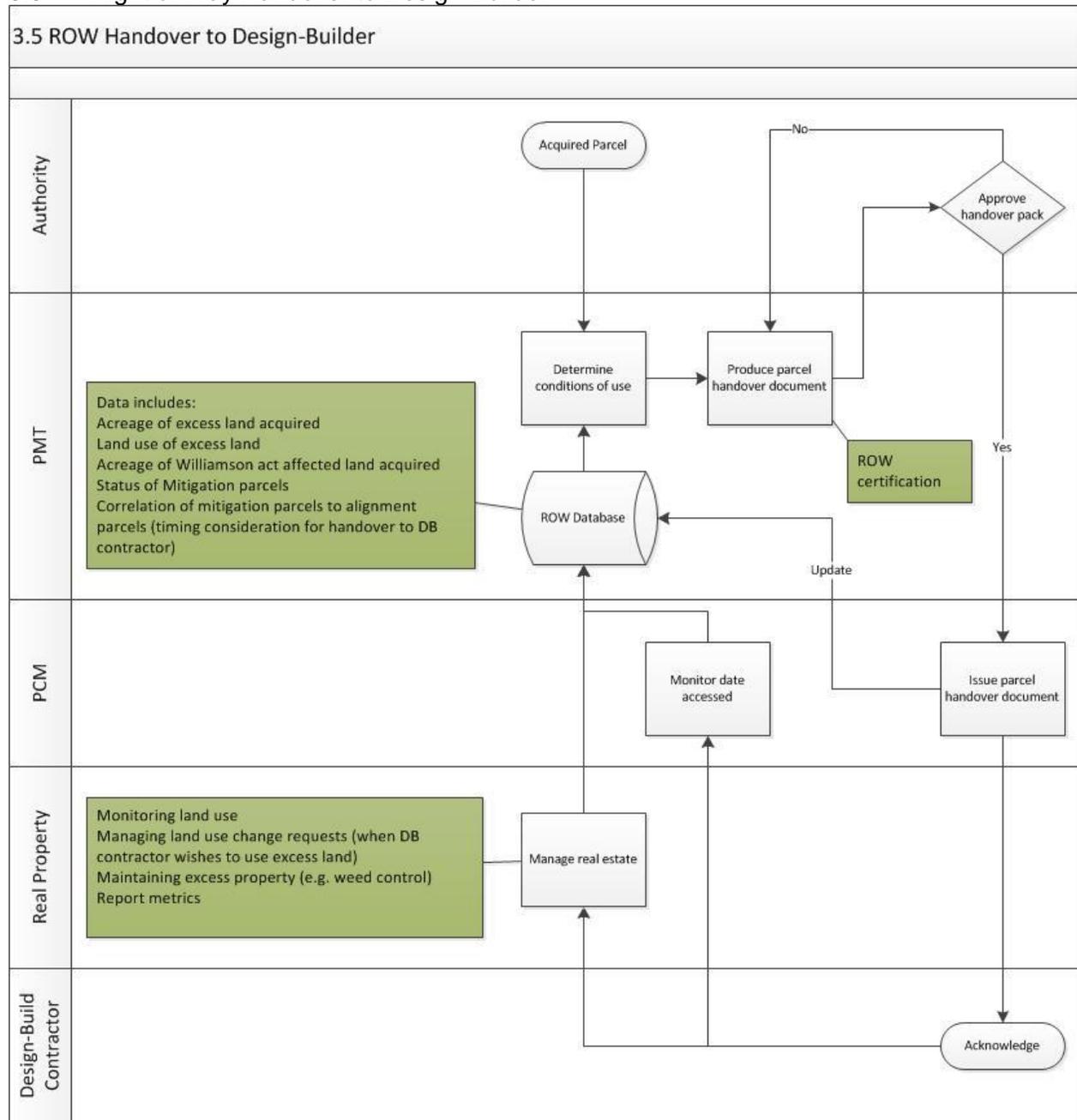
NOTE: Flowchart included for Context.



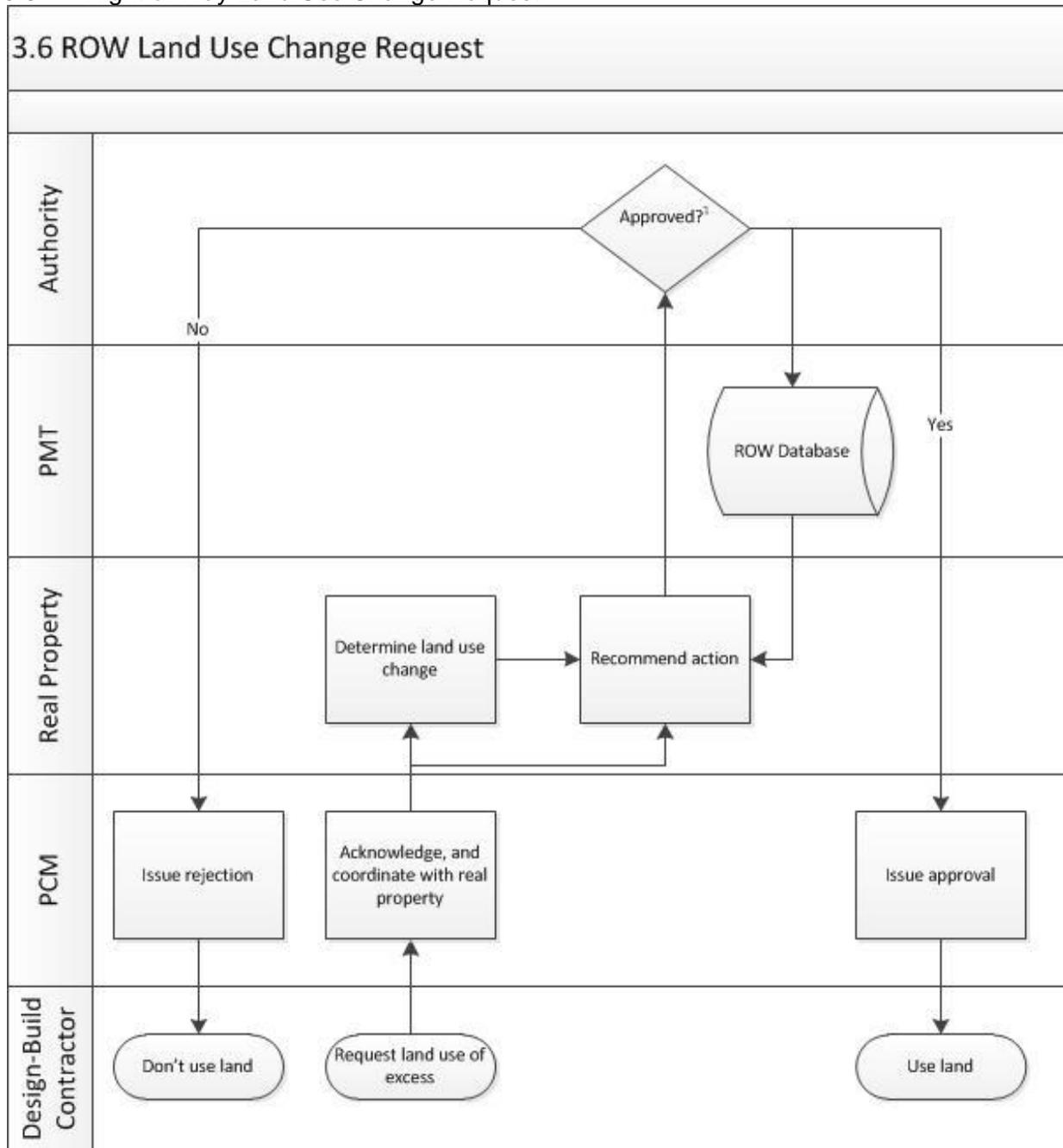
### 3.4 Right of Way Task Order and Monitoring Process



### 3.5 Right of Way Handover to Design-BUILDER



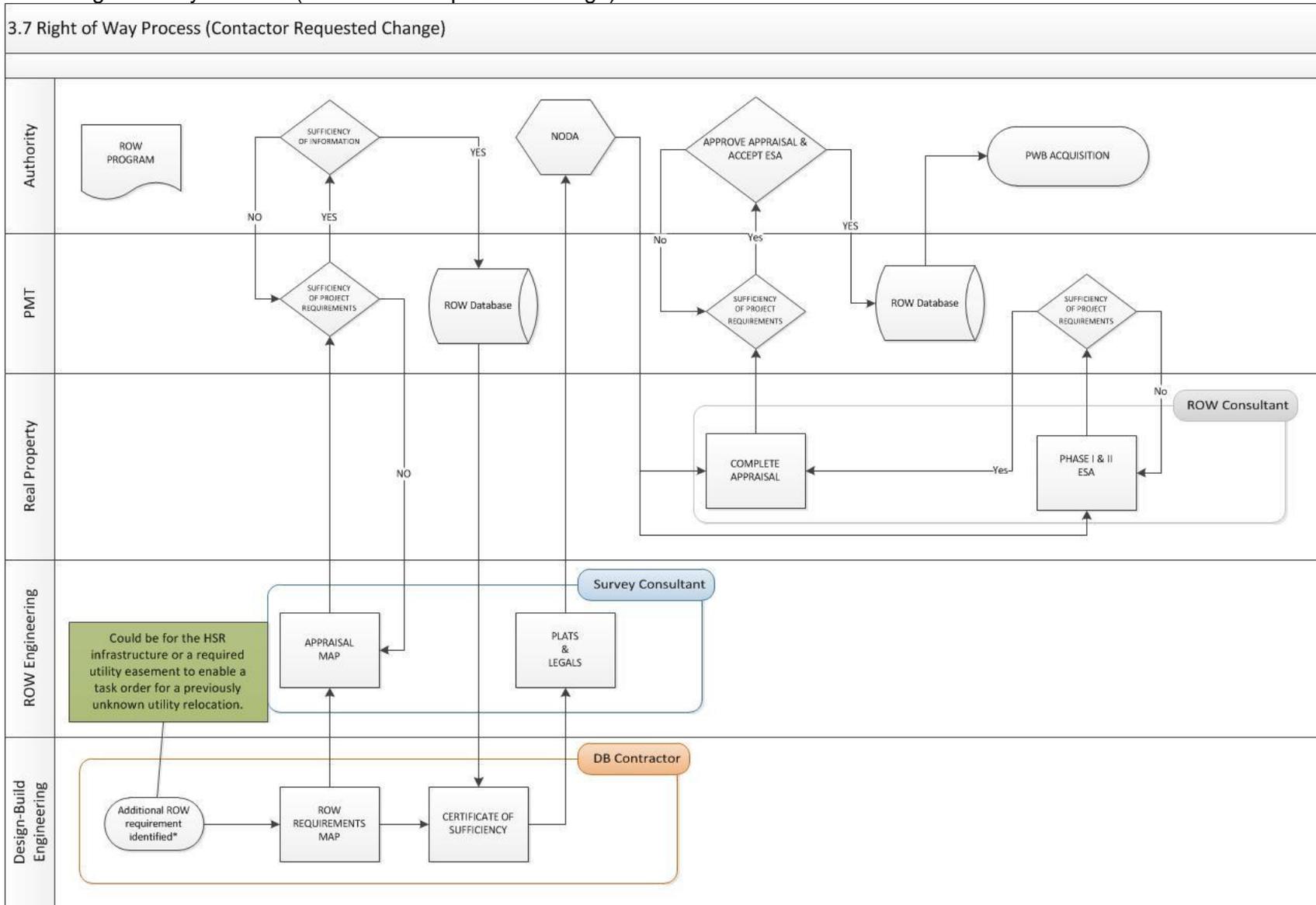
3.6 Right of Way Land Use Change Request



1. Will need to review for Environmental Compliance implications.



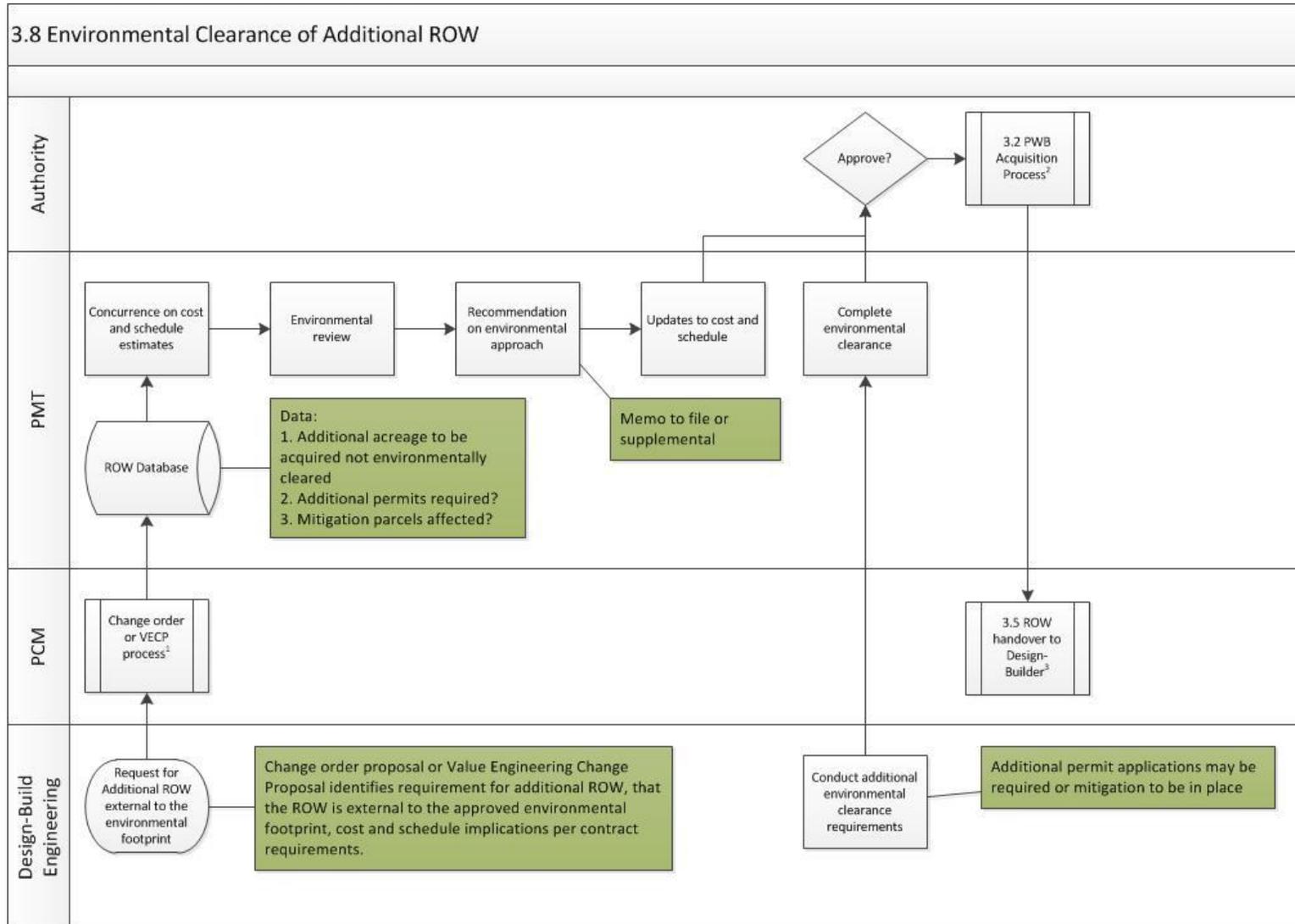
### 3.7 Right of Way Process (Contractor Requested Change)



\*This assumes the contractual terms and process for approving the additional ROW has been approved to proceed.



### 3.8 Environmental Clearance of Additional Row

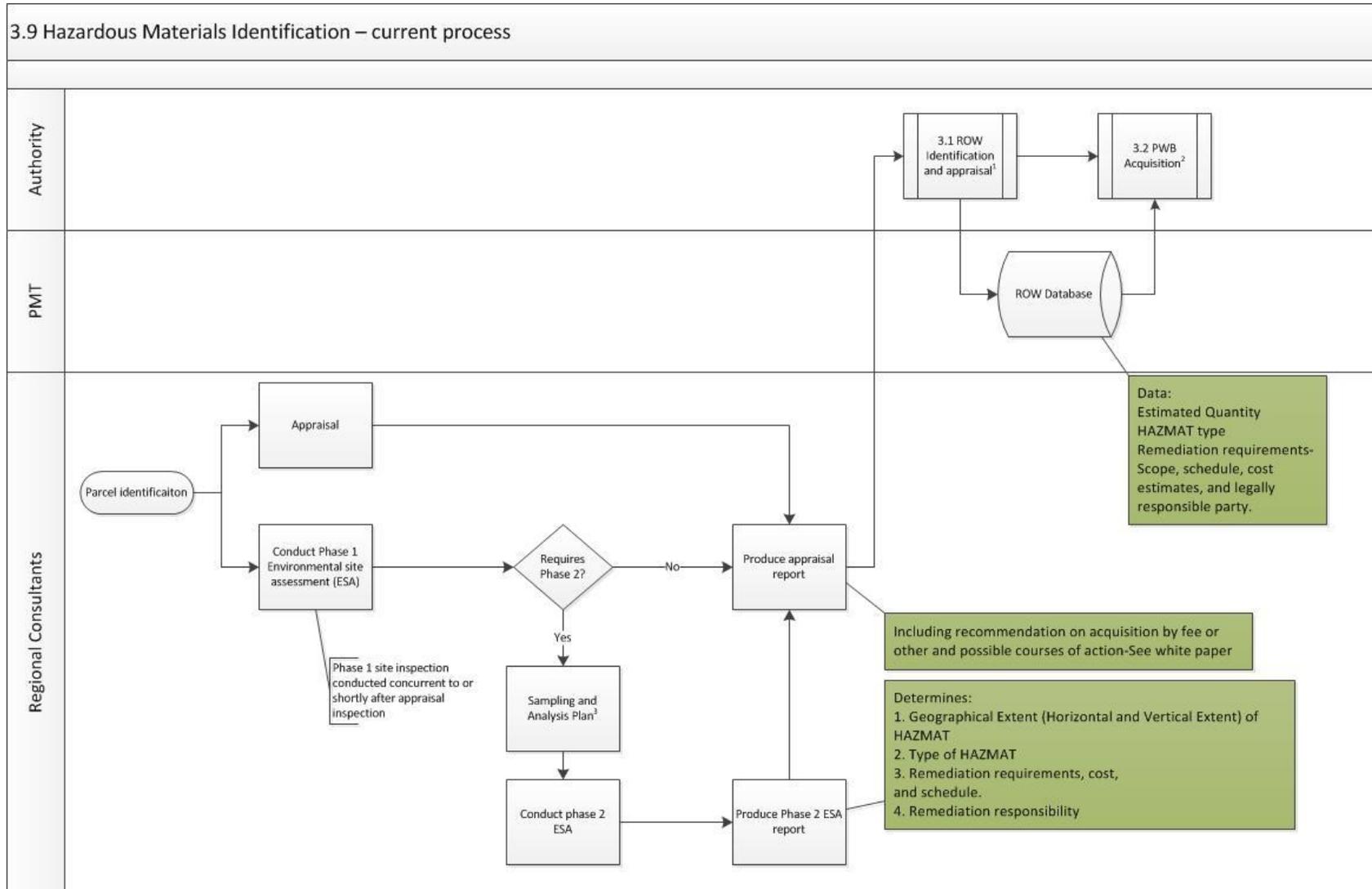


This process could also apply to utility relocations that are outside of the footprint. Engineering support may come from either the DB contractor or the utility dependent on the cooperative agreements.

1. Per Definition in General Provisions.
2. Please reference flowchart 3.2 PWB acquisition process.
3. Please reference flowchart 3.5 ROW handover to Design Builder.



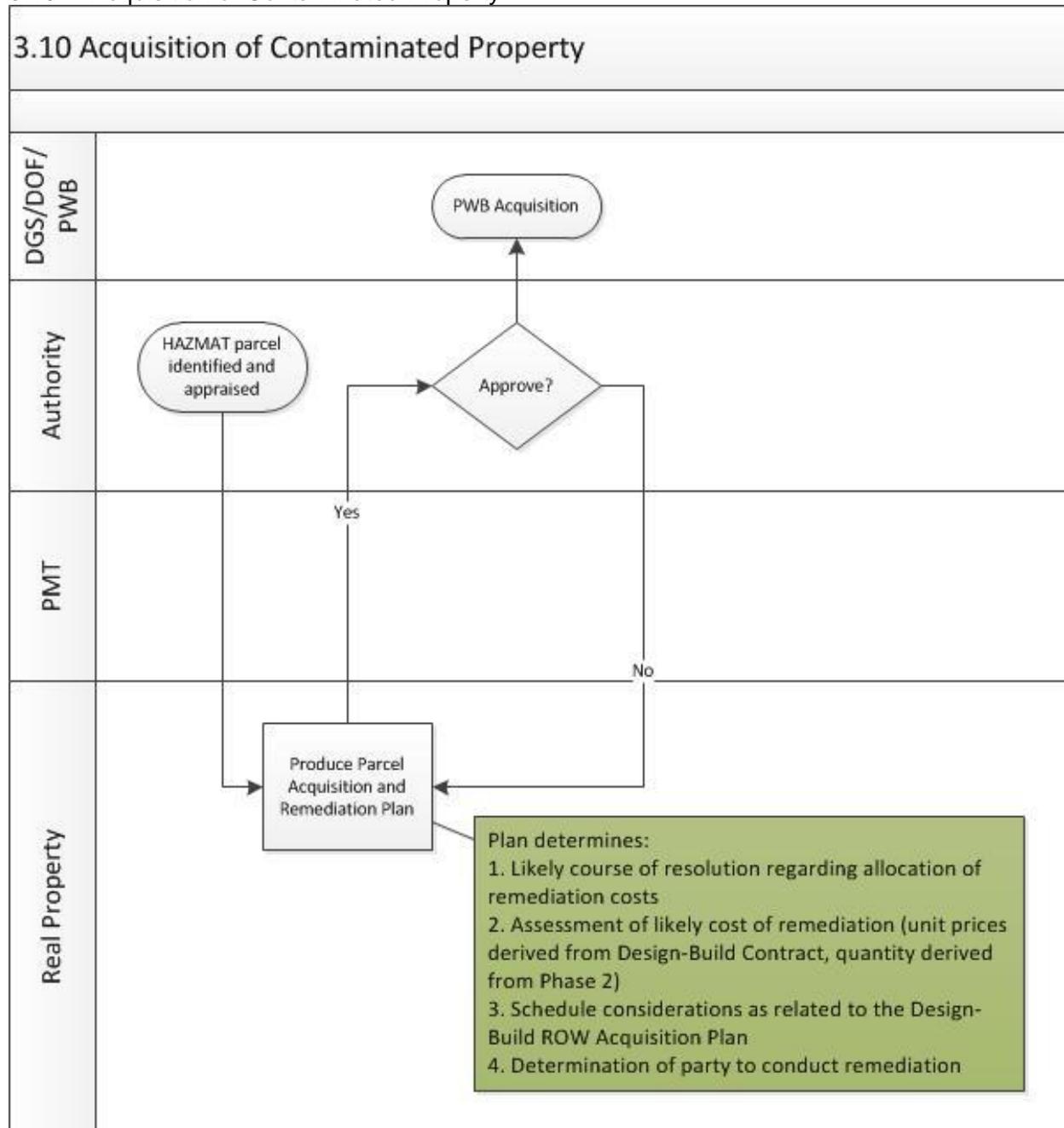
### 3.9 Hazardous Materials Identification Current Process



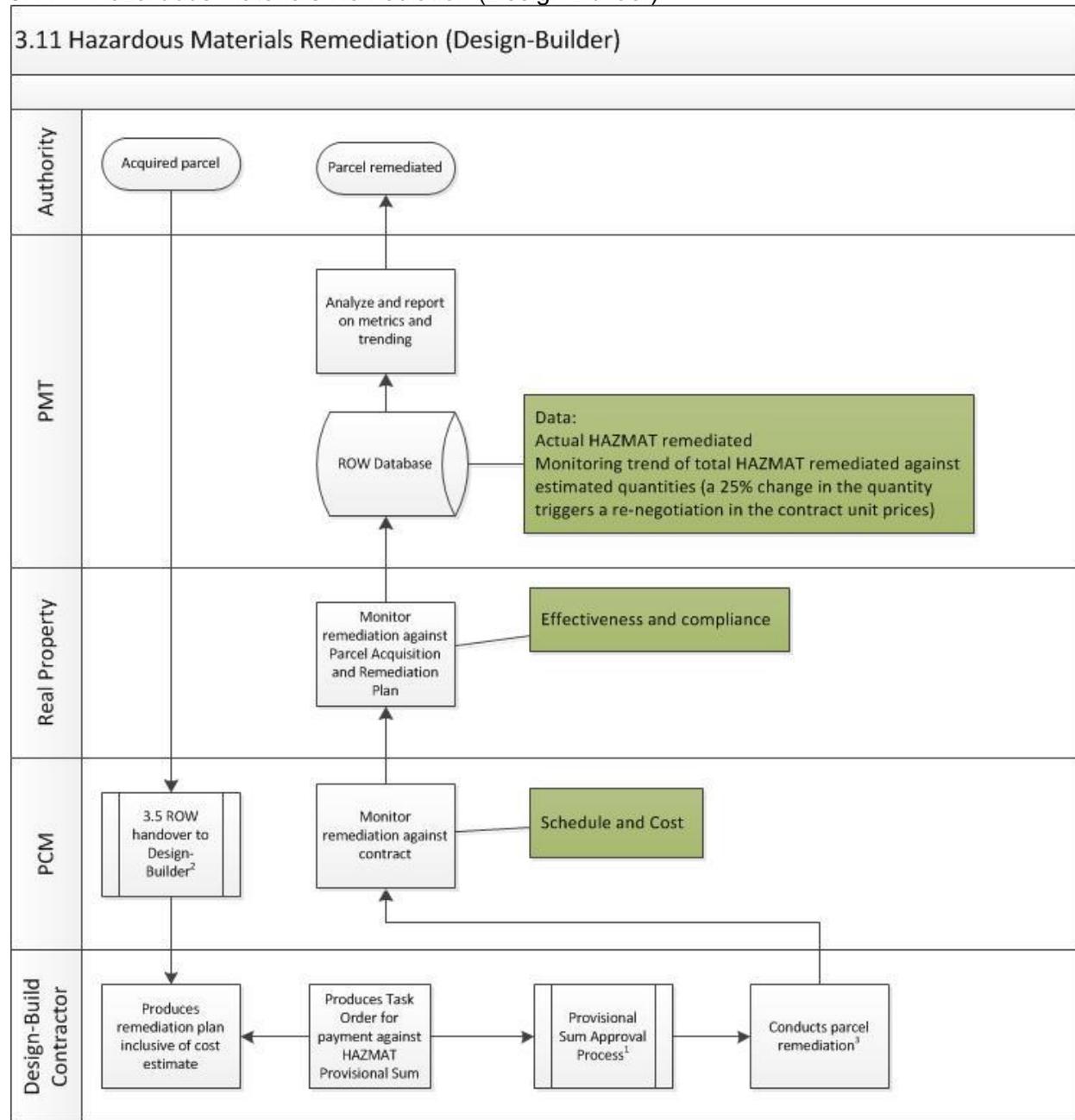
1. Please reference flowchart 3.1 ROW Identification and Appraisal.  
 2. Please reference flowchart 3.2 PWB acquisition.  
 3. Authority to review and approve Sampling and analysis plan.



3.10 Acquisition of Contaminated Property



3.11 Hazardous Materials Remediation (Design-Build)

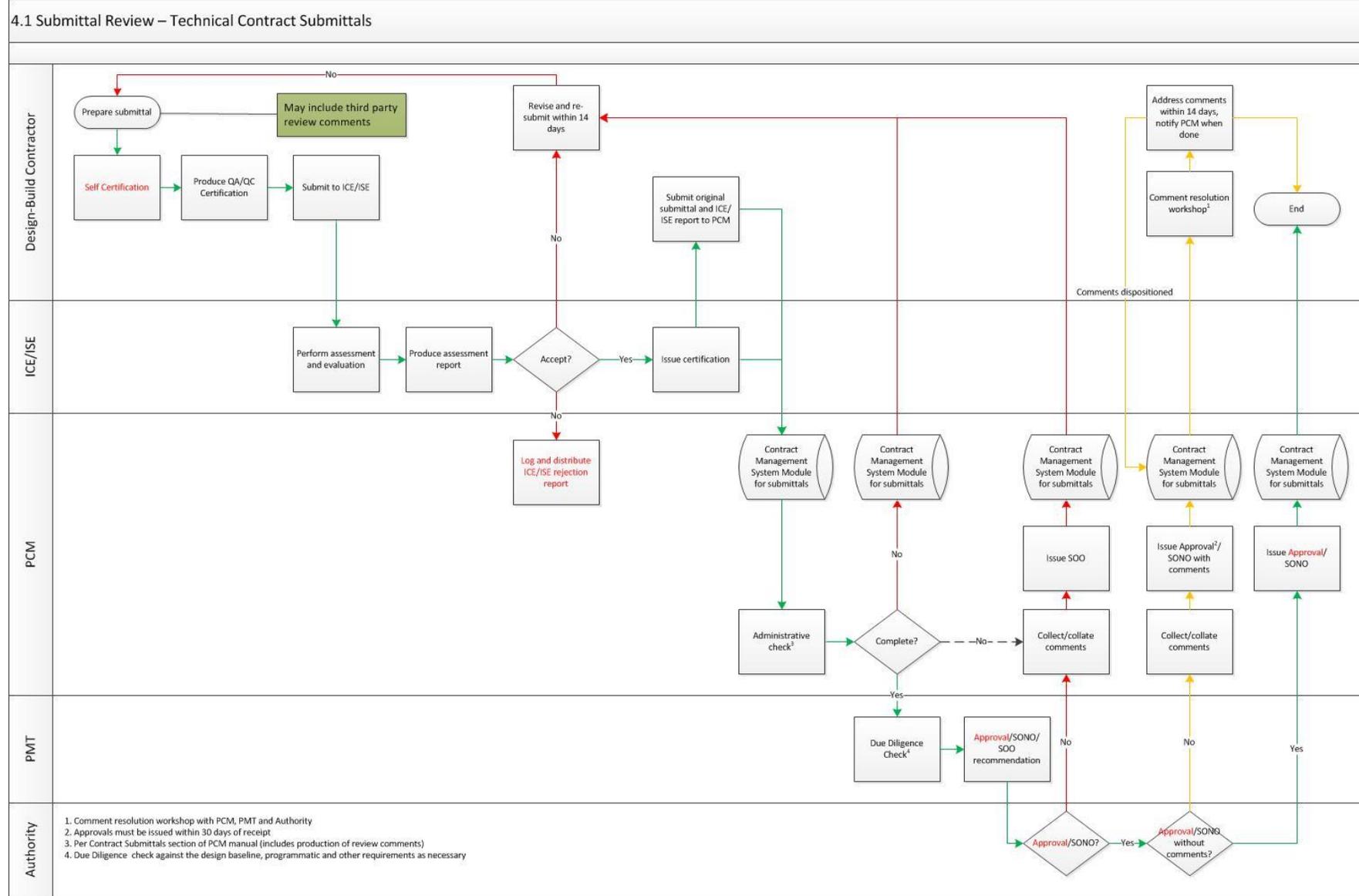


1. Per section 3.9.6 Payment for Provisional Sums.  
 2. Please reference flowchart 3.5 ROW handover to Design Builder.  
 3. Parcel remediation occurs only after appropriate agency approval of remediation plan.

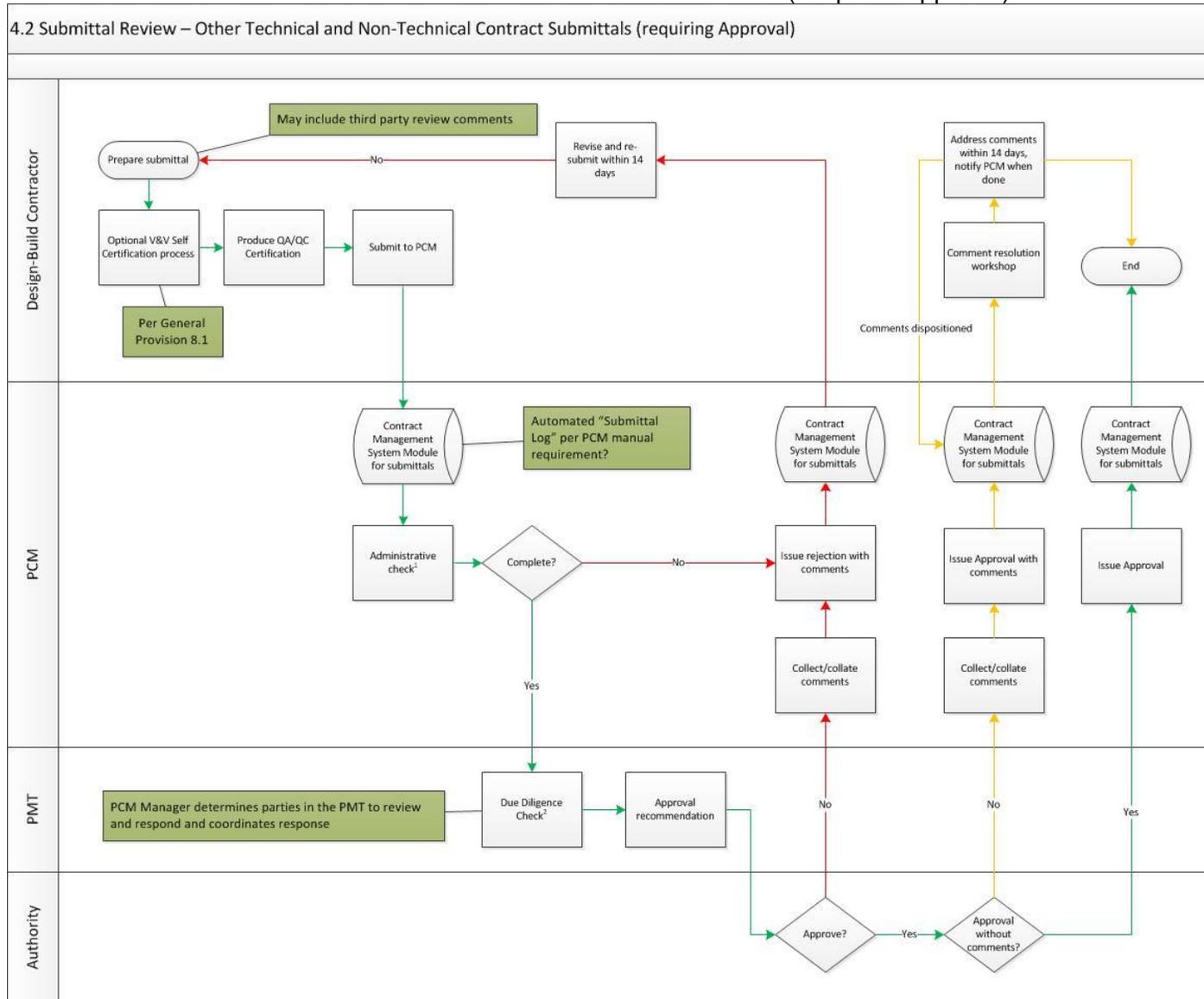


### 4.0 Submittal Review Process

#### 4.1 Submittal Review-Technical Contract Submittals



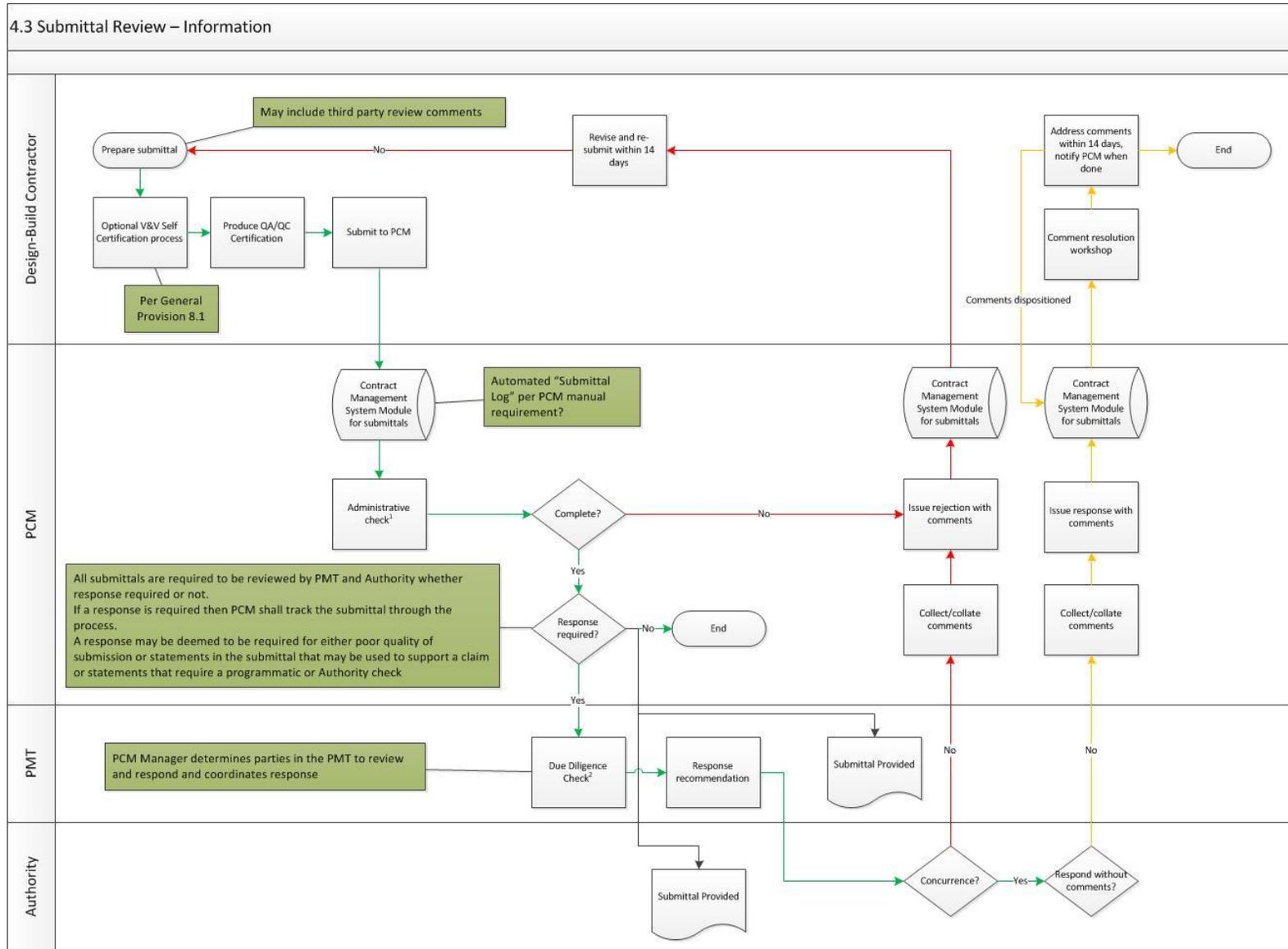
### 4.2 Submittal Review-Other Technical and Non-Technical Contract Submittals (Requires Approval)



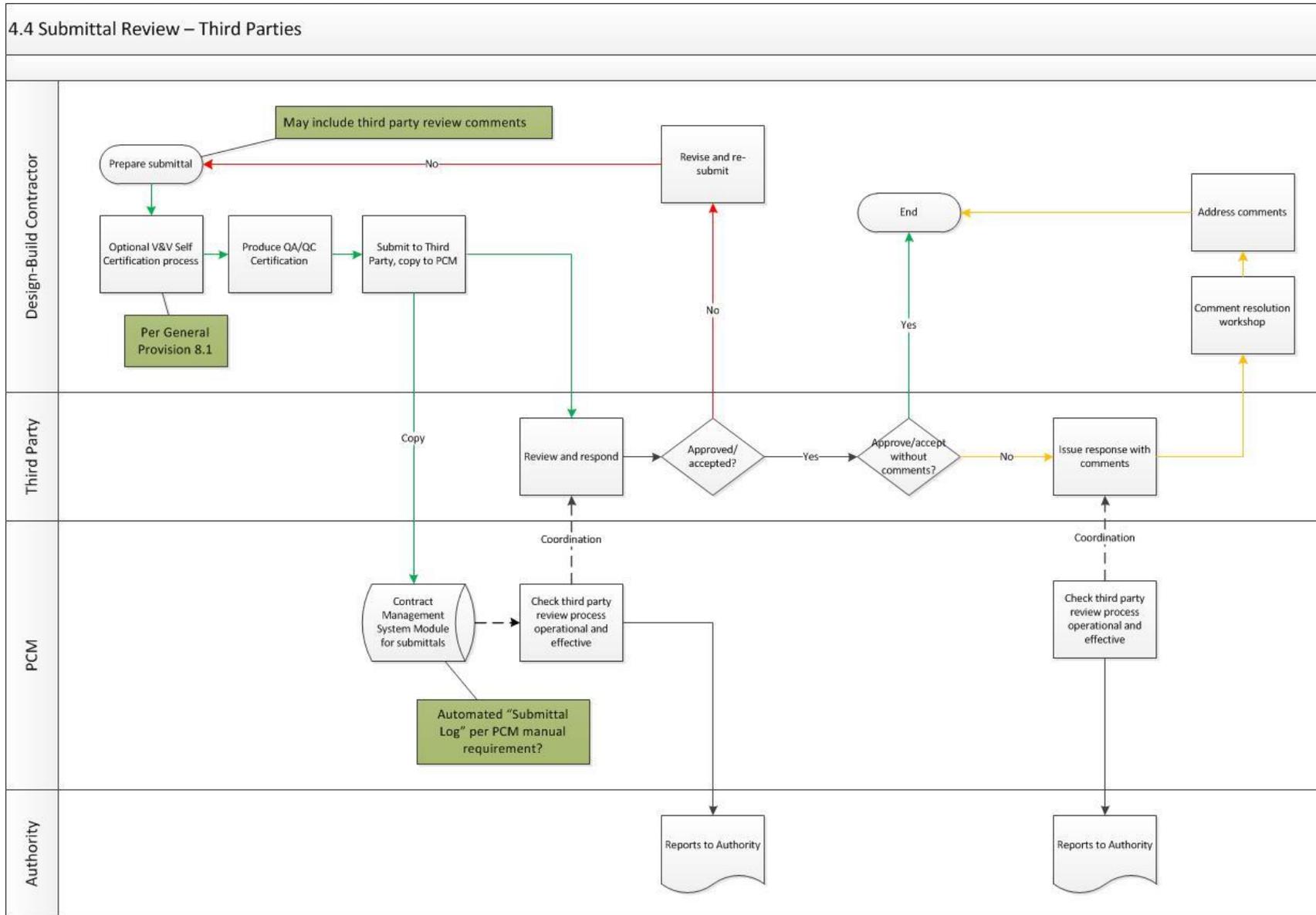
1. Per Contract Submittals section of PCM manual (includes production of review comments)  
 2. Due Diligence check will be dependent on the nature of the submittal, if environmental, then the environmental team would conduct the check.



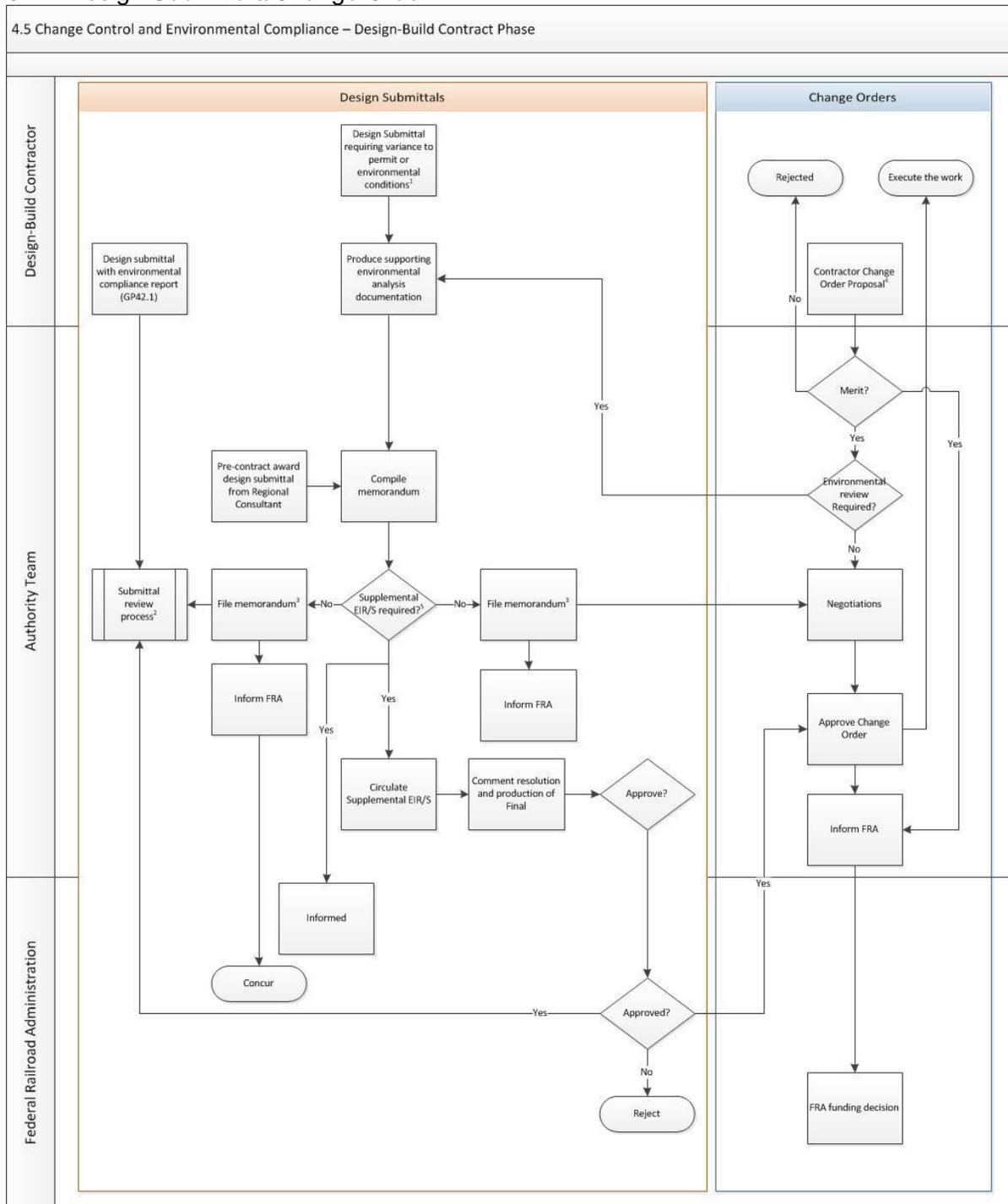
### 4.3 Submittal Review-Information



### 4.4 Submittal Review-Third Parties



### 4.5 Design Submittals/Change Order



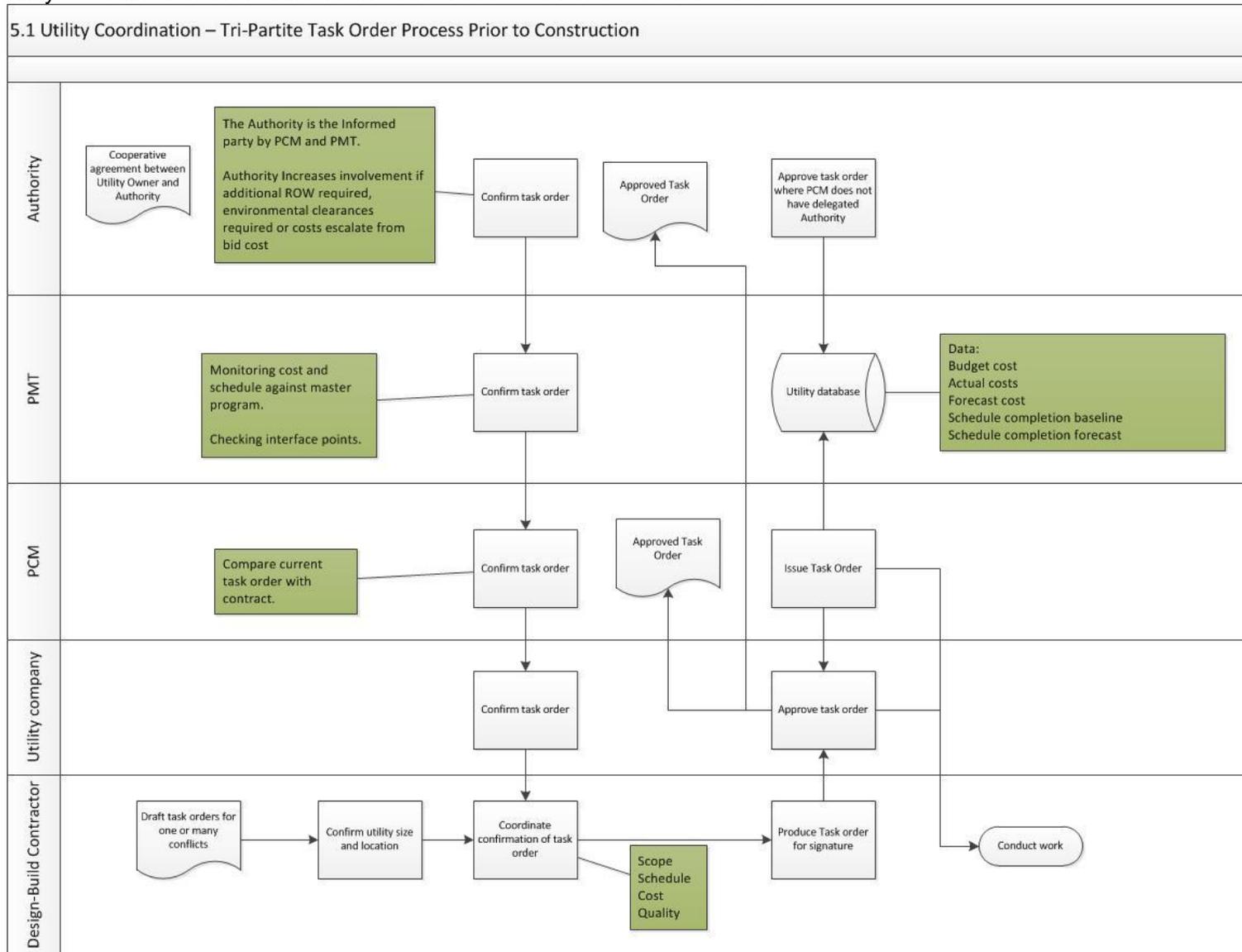
**Notes**

1. Design-Builder prepares documentation and works with Authority to obtain necessary approvals (GP42.1)
2. Part of this process is a due diligence check conducted by the most appropriate disciplines for the submittal. In some instances the environmental team will be part of the review team. This process does not constitute a hold point.
3. Memorandum to file provides evidence supporting decision not to produce a supplemental document
4. Change may be due to change in scope or a Value Engineering Change Proposal, all of which could have environmental implications.
5. A supplemental may be required but may not be desirable. In this case the variance or change order could be rejected or modified to become compliant

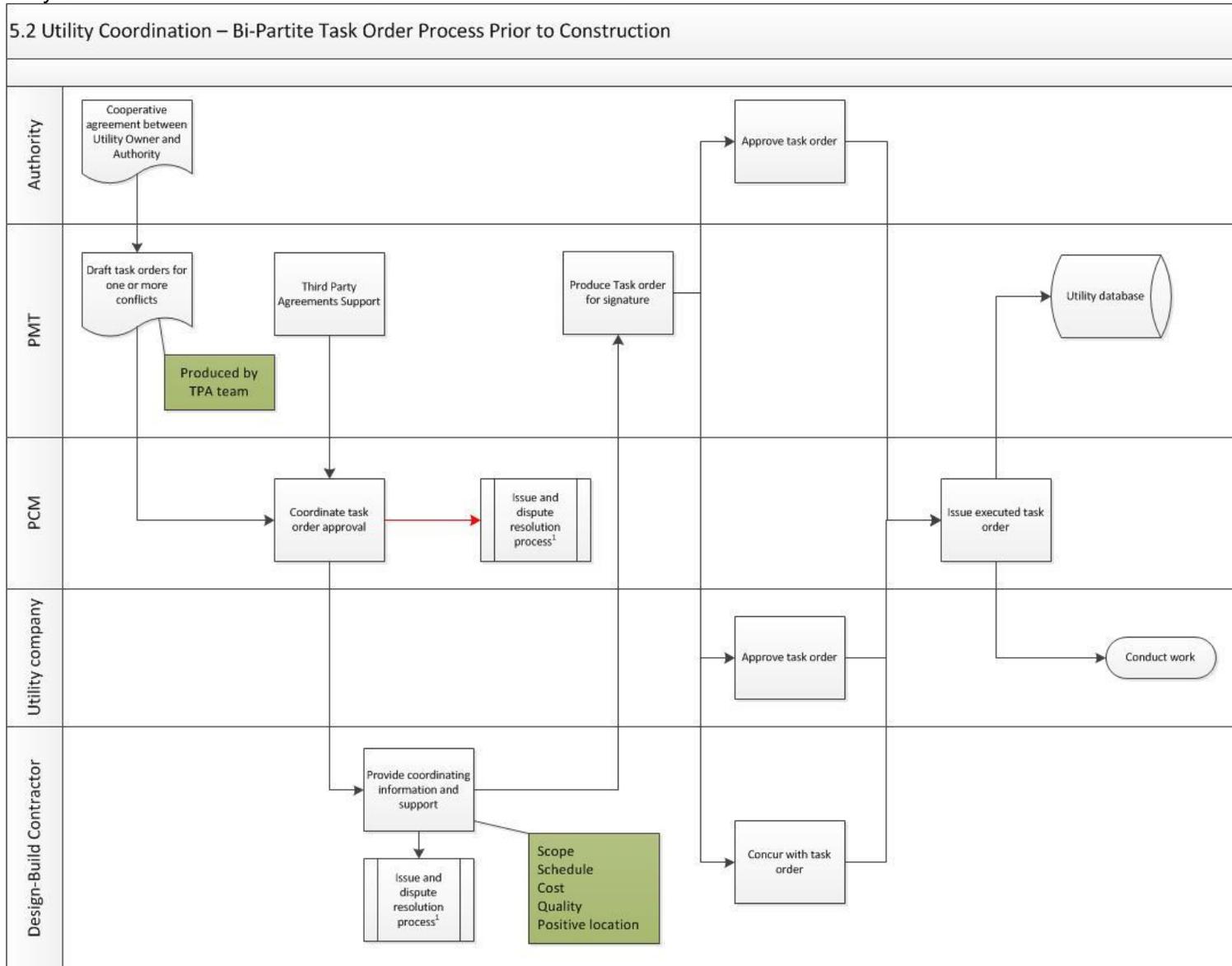


### 5.0 Utility Coordination Process

#### 5.1 Utility Coordination-Tri-Partite Task Order Process Prior To Construction



### 5.2 Utility Coordination-Bi-Partite Task Order Process Prior to Construction

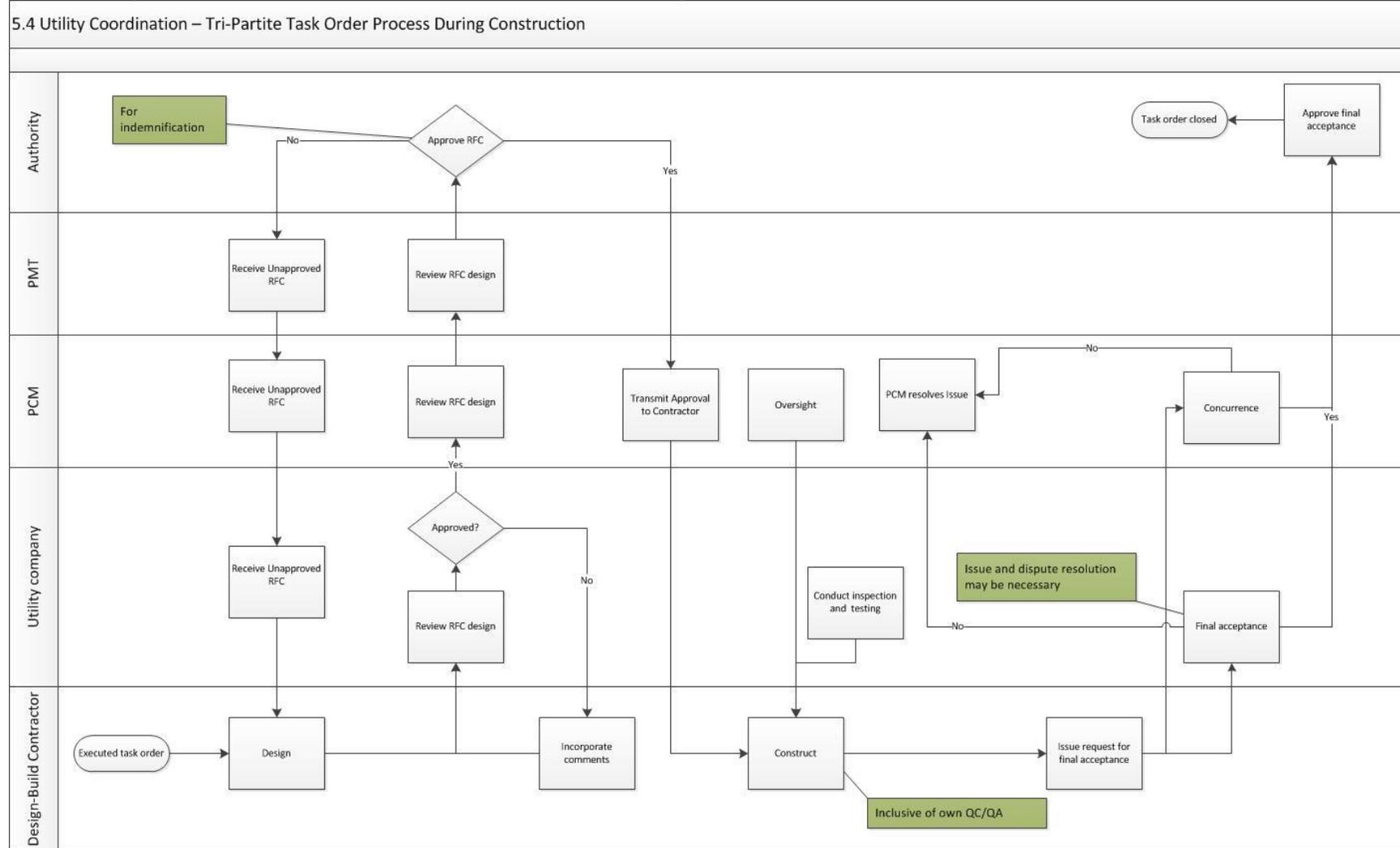


1. Per General Provisions section 51 Disputes.





### 5.4 Utility Coordination-Tri-Partite Task Order Process During Construction

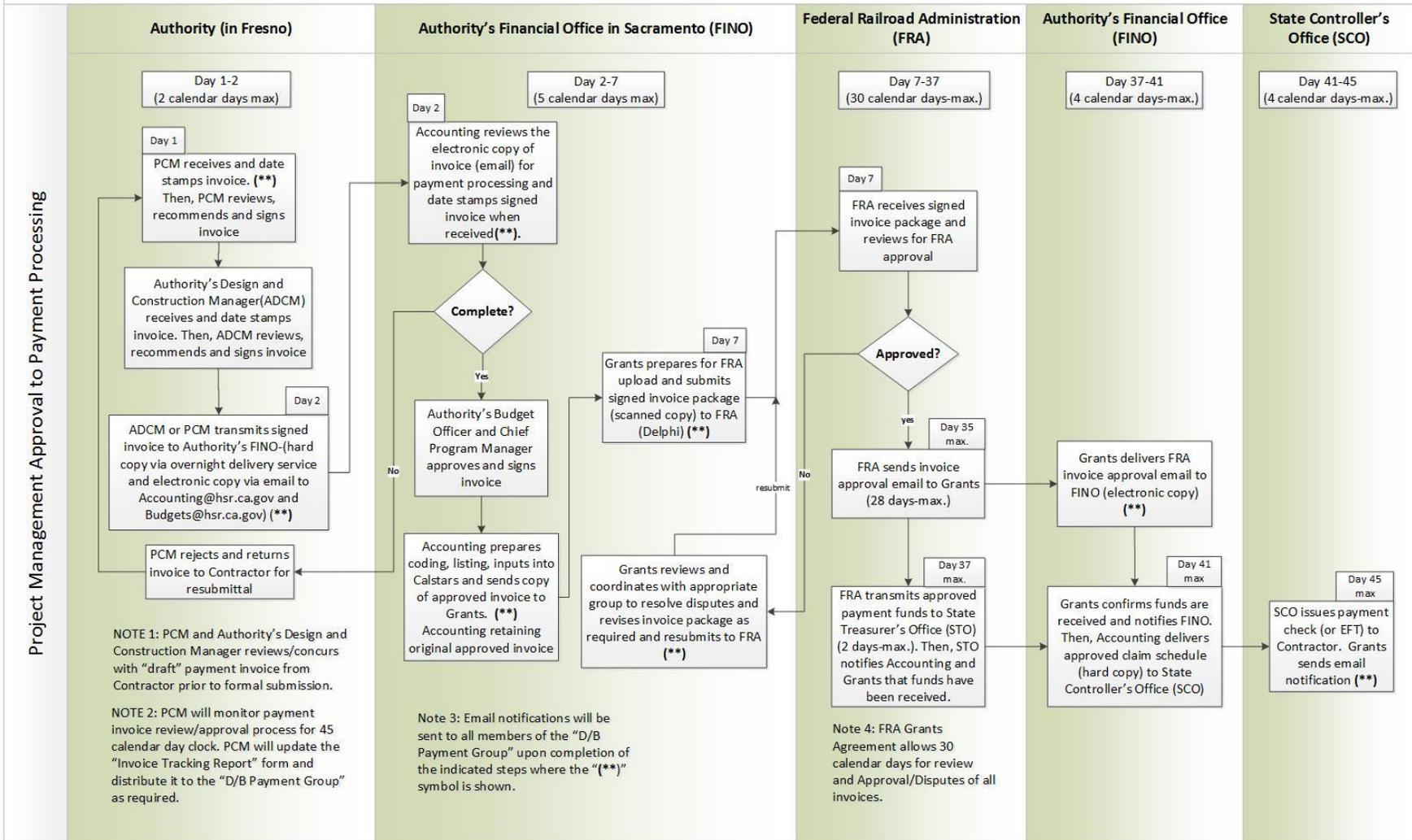


From the point forward of an executed task order the process to design and construct a utility relocation in the tri-partite arrangement is essentially the same as any other scope element of the design-build contract except for additional oversight/approval from the utility entity.



## 6.0 Contractor's Monthly Invoicing and Payment Approval

California High-Speed Rail Project  
D/B Invoicing and Payment Flowchart



## **Appendix F: List of Authority's Plans and Policies**





To access any of the following documents in Share Point, use this SP hyperlink; [Policy, Procedure, Instructions Summary Index](#) and then use the Navigation Tool (Search Document field) to locate the specific document that may be needed.

1. CHSTS Safety & Security Management Plan
2. CMS Procedures Manual
3. Community and Outreach Manual
4. Contingency Management Plan
5. Final Verification and Validation Management Plan
6. Interface Management Plan
7. Master Quality Plan
8. Program-Level Configuration Management Plan
9. Program Risk Management Plan
10. Record Management Policy
11. Style & Branding Guide





## **Appendix G: List of Sample Standard Forms and Reports**

*(Blank forms may be found in Share Point or Contract Management Systems for use)*





**Appendix G Table of Contents**

**1. Contract Change Orders Forms and Logs ..... 1**

    a. Contractor’s Change Notice Form (CN) ..... 1

    b. Change Order (CO) ..... 2

    c. Change Management Log ..... 5

    d. Change Log..... 9

    e. Change Order Proposal (COP)..... 11

    f. Directive Letter (DL) ..... 13

    g. Finding of Fact (FOF) ..... 14

    h. Notice Log ..... 18

    i. Proposed Change Order (PCO)..... 19

    j. Trends Log ..... 20

**2. Contractor’s Insurance Log ..... 21**

**3. Design Variance Request Form ..... 22**

**4. Contractor’s Monthly Payment Invoice Forms and Log..... 27**

    a. Contractor’s Monthly Payment Invoice Documents ..... 27

    b. Contractor’s Monthly Invoice Narrative (for FRA)..... 28

    c. Contractor’s Monthly Payment Invoice Certification ..... 31

    d. Contractor’s Monthly Payment Invoice Log by Contract..... 33

    e. Line Item Details..... 35

    f. WBS Cost Distribution Detail ..... 37

**5. Correspondence Forms ..... 38**

    a. Fax Cover Sheet ..... 38

    b. Letters Received/Sent Forms ..... 39

    c. Memorandum Form-(for internal documents only) ..... 43

    d. Transmittals Received/Sent Forms ..... 44

**6. Field Engineer’s Daily Report Form ..... 45**

**7. Issue Detail Form and Log ..... 46**

    a. Issue Detail Form ..... 46

    b. Issue Log..... 47

**8. Meeting Minutes Form and Log ..... 48**

    a. Meeting Minutes Form ..... 48

    b. Meeting Minutes Log ..... 55

**9. Non-Conformance/Non-Compliance Report Form and Log..... 56**

    a. Non-Conformance Report..... 56

    b. Non-Conformance Report Log..... 57

**10. PCM Monthly Reports..... 58**

    a. PCM’s Monthly Project Status Report-sample ..... 58

    b. Monthly Status Report with Key Indicators-sample ..... 71

**11. Permits Log..... 81**

**12. Photograph Form..... 83**

**13. Request for Information Form and Log..... 84**

    a. Request for Information Form ..... 84

    b. Request for Information Log ..... 85

**14. Submittal Transmittal Form and Log..... 86**

    a. Submittal Transmittal Form..... 86

    b. Submittal Log ..... 87

**15. Time and Material/Change Order Accounting Forms ..... 88**

    a. Daily Cost Tracking Report-Field..... 88



- b. Time and Material/Change Order Accounting Cost Report .....89
- 16. Task Order Proposal (TOP).....90**
- a. Task Order Proposal (TOP) for Provisional Sums .....90



1. Contract Change Orders Forms and Logs  
a. Contractor's Change Notice Form (CN)

**Tutor Perini**  **ZACHRY** | **PARSONS, A Joint Venture**

CN. NO.: Enter CN. No.

DL. NO.: Enter DL. No.

**CONTRACTOR'S CHANGE NOTICE (CN)**

**TITLE:** Click here to enter text. **DATE:** Select Date

**PROJECT:** Click here to enter text. **CONTRACT NO:** Click here to enter text.

**TO:** California High-Speed Rail Authority

**ATTN:** Click here to enter text.

770 L Street  
Sacramento, CA 95814

**FROM:** Tutor Perini / Zachry / Parsons, A Joint Venture

15901 Golden Street  
Sylmar, CA 01342

**DATE OF OCCURENCE:** Select Date

**REQUESTED CHANGE:**

Click here to enter text.

**JUSTIFICATION** (include Contract reference allowing a Change Order and reasons for this Change Notice):

Click here to enter text.

**Type of Impacts:**

Cost  Schedule

**TUTOR PERINI/ZACHRY/PARSONS, A JOINT VENTURE**

**Reported by:**

Signature

(Print name and title)

Date

**ATTACHMENTS:**

Click here to enter text.





|   |  |                             |                      |
|---|--|-----------------------------|----------------------|
|  | <b>CALIFORNIA</b><br>High-Speed Rail Authority | <b>CHANGE ORDER</b><br>(CO) | <b>CO No.: 00010</b> |
|---|--|-----------------------------|----------------------|

|                 |                                    |                     |            |
|-----------------|------------------------------------|---------------------|------------|
| <b>TITLE:</b>   | Weed Abatement - Various Locations | <b>DATE:</b>        | 07/15/2014 |
| <b>PROJECT:</b> | Construction Package No. 1         | <b>CONTRACT NO:</b> | HSR 13-06  |

**Release of Claims**

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

**Contractor's Sworn Certification**

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

**Subcontractor's Sworn Certification(s):**

Attached as \_\_\_\_\_ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

**Tutor Perini/Zachry/Parsons, a Joint Venture**

|               |                                      |      |
|---------------|--------------------------------------|------|
| Acceptance by |                                      |      |
| Signature     | Jim Laing - Project Manager/Director | Date |

**California High-Speed Rail Authority**

|              |                                    |      |
|--------------|------------------------------------|------|
| Submitted by |                                    |      |
| Signature    | Rick Stead - D-B Oversight Manager | Date |

|                |                   |      |
|----------------|-------------------|------|
| Recommended by |                   |      |
| Signature      | Bobby Pentorali - | Date |

|             |  |      |
|-------------|--|------|
| Approval by |  |      |
| Signature   | Ofelia Alcantara - Director of Design and Construction | Date |

Initials Acknowledging Page 2 of 2

|               |                                      |                |             |
|---------------|--------------------------------------|----------------|-------------|
| Contractor    | California High Speed Rail Authority |                |             |
| Acceptance by | Submitted by                         | Recommended by | Approved by |
|               |                                      |                |             |



*THIS PAGE IS INTENTIONALLY BLANK*



**c. Change Management Log**

| Status | Index | Name   | Created  | FOF Status | CN/COP # | DL # | PCO # | CO # | COP Due | Estimated (\$) | Proposed (\$) | Executed (\$) | Change Type          |
|--------|-------|--|----------|------------|----------|------|-------|------|---------|----------------|---------------|---------------|----------------------|
|        | 007   | ROW Acquisition Plan Delay                   | 10/11/13 | Pending    | 0006     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 012   | Avenue 15 and 15.5 Realignment               | 10/29/13 | Pending    | 0008     |      |       |      |         |                |               |               | Authority-Directed   |
|        | 015   | Design Refinement - Belmont Ave              | 12/12/13 | Pending    | 0014     | n/a  |       |      |         |                |               |               | Contractor-Initiated |
|        | 016   | Design Refinement - Olive Ave and DMV Access | 12/12/13 | Pending    | 0015     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 017   | Design Refinement - McKinley and Basin EE    | 12/12/13 | Pending    | 0016     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 018   | Exceptions to DL-00004 ATP and BETP          | 12/23/13 | Pending    | 0018     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 019   | City of Fresno Design Guidelines             | 1/22/14  | Pending    | 0020     |      |       |      |         |                |               |               | Authority-Directed   |
|        | 021   | Executed Agreement - Fresno County           | 3/6/14   | Pending    | 0024     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 022   | Property Availability                        | 3/7/14   | Pending    | 006A     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 025   | Belmont Avenue Surface Drainage              | 3/14/14  | Pending    | 0027     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 029   | Governmental Approval and Permits            | 3/31/14  | Pending    | 0031     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 030   | Executed Agreement - Kinder Morgan           | 3/31/14  | Pending    | 0032     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 032   | FID Environmental Permit                     | 4/10/14  | Pending    | 0030     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 033   | Executed Agreement - Comcast                 | 4/16/14  | Pending    | 0035     |      |       |      | 5/28/14 |                |               |               | Contractor-Initiated |
|        | 034   | Executed Agreement - AT and T                | 4/21/14  | Pending    | 0033     |      |       |      |         |                |               |               | Contractor-Initiated |

Notice Received

Project: CP 1  
 Date: 07/30/2014  
 Page: 1 of 1



**Change Management Log**





Change Management Log

Project: CP 1  
 Date: 07/30/2014  
 Page: 1 of 1

| Status | Index           | Name   | Created  | FOF Status | CN/COP # | DL # | PCO # | CO # | COP Due | Estimated (\$) | Proposed (\$) | Executed (\$) | Change Type          |
|--------|-----------------|--|----------|------------|----------|------|-------|------|---------|----------------|---------------|---------------|----------------------|
|        | 035             | Excess Land Use  | 4/30/14  | Pending    | 006B     |      |       |      |         |                |               |               | Contractor-          |
|        | 039             | Design Refinement - Mission and Cornelia               | 5/30/14  | Pending    | 0039     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 046             | Final vs Draft EIR-EIS FB                              | 7/21/14  | Pending    | 0056     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 049             | Demo of Man-made Underground Structures                | 7/29/14  | Pending    | 0064     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | 052             | SR-145 Caltrans Project Report                         | 8/14/14  | Pending    | 0068     |      |       |      |         |                |               |               | Contractor-Initiated |
|        | <b>Subtotal</b> |  |          |            |          |      |       |      |         |                |               |               |                      |
|        | 003             | Madera Overcrossings - Ave 9, 12, 13                   | 9/26/13  | Pending    | 0002     | 0002 |       |      |         |                |               |               | Authority-Directed   |
|        | 006             | Built Environment Treatment Plan                       | 10/11/13 | Pending    | 0007     | 0004 |       | 0013 |         | \$370,000      |               | \$250,000     | Authority-Directed   |
|        | 010             | Golden State Boulevard Realignment                     | 10/25/13 | Pending    | 0009     | 0003 |       |      |         | \$4,200,000    |               |               | Authority-Directed   |
|        | 011             | Relocation of FMFCD Detention Basin                    | 10/25/13 | Pending    | 0010     | 0024 |       |      |         |                |               |               | Authority-Directed   |
|        | 020             | Archaeological Field Inventory                         | 1/27/14  | Pending    | 0022     | 0005 |       | 0012 |         |                |               | \$180,000     | Authority-Directed   |
|        | 024             | Avenue 9 Overhead Structure                            | 3/13/14  | Pending    | 0025     | 0007 |       |      |         |                |               |               | Authority-Directed   |
|        | 027             | City of Fresno Design and Approval Process             | 3/25/14  | Pending    | 0028     | 0008 |       |      |         |                |               |               | Authority-Directed   |
|        | 028             | Performance of Work with Relation to Tribal Monitoring | 3/28/14  | Pending    | 0029     | 0009 |       |      |         |                |               |               | Authority-Directed   |
|        | 037             | Golden State Blvd and Veterans Blvd                    | 5/13/14  | Pending    | 0041     | 0014 |       |      |         |                |               |               | Authority-Directed   |

Directive Issued





Change Management Log

Project: CP 1  
 Date: 07/30/2014  
 Page: 1 of 1

| Status       | Index           | Name   | Created  | FOF Status | CN/COP # | DL # | PCO # | CO # | COP Due | Estimated (\$)     | Proposed (\$)      | Executed (\$)      | Change Type          |
|--------------|-----------------|--|----------|------------|----------|------|-------|------|---------|--------------------|--------------------|--------------------|----------------------|
|              | 038             | Combined Horizontal and Vertical Curve         | 5/29/14  | Pending    | 0048     | 0016 |       |      |         |                    |                    |                    | Authority-Directed   |
|              | 040             | Revised Shear Wave                             | 6/3/14   | Pending    | 0047     | 17R1 |       |      |         |                    |                    |                    | Authority-Directed   |
|              | 048             | 60 MPH Turnout                                 | 7/22/14  | Pending    | 0048     | 0020 |       |      |         |                    |                    |                    | Authority-Directed   |
|              | 050             | Golden State Boulevard 68'                     | 8/7/14   | Pending    | 0067     | 0021 |       |      | 9/17/14 |                    |                    |                    | Authority-Directed   |
|              | 053             | City of Fresno 24-inch and 30-inch Water Lines | 8/18/14  | Pending    | 0062     | 0022 |       |      |         |                    |                    |                    | Authority-Directed   |
|              | 054             | Tuolumne Street Overcrossing Bridge            | 8/19/14  | Pending    |          | 0023 |       |      |         |                    |                    |                    | Authority-Directed   |
|              | <b>Subtotal</b> |  |          |            |          |      |       |      |         | <b>\$4,570,000</b> |                    | <b>\$430,000</b>   |                      |
| COP Received | 026             | Additional Demo at FB 10-0168                  | 3/14/14  | Pending    |          |      |       |      |         |                    | \$79,174           |                    | Contractor-Initiated |
|              | 042             | Revised Boring Shear Wave                      | 6/5/14   | Pending    | 0047     | 17R1 |       |      |         |                    | \$209,920          |                    | Authority-Directed   |
|              | 051             | Design for AT and T Relocation                 | 8/13/14  | Pending    | 0060     |      |       |      |         |                    | \$109,665          |                    | Authority-Directed   |
|              | <b>Subtotal</b> |  |          |            |          |      |       |      |         |                    | <b>\$398,759</b>   |                    |                      |
| CO Executed  | 001             | Copiers and Printers                           | 8/27/13  | Completed  | 0001     | 0001 |       | 0001 |         |                    |                    | \$40,528           | Authority-Directed   |
|              | 014             | Partnering Workshop Costs                      | 11/18/13 | Pending    | 0005     |      |       | 0002 |         |                    |                    | \$108,000          | Contractor-Initiated |
|              | 023             | Local and Long Distance Phone Charges          | 3/13/14  | Pending    | 0026     | 0006 |       | 0005 |         |                    |                    | \$79,547           | Authority-Directed   |
|              | 036             | IBM Rational Doors                             | 5/13/14  | Pending    | 0040     | 0010 |       | 0004 |         |                    |                    | \$7,987            | Authority-Directed   |
|              | 043             | Weed Abatement Various Locations               | 6/10/14  | Pending    | 0054     | 0018 |       | 0010 |         |                    |                    | \$300,000          | Authority-Directed   |
|              | 044             | DRB Expenses                                   | 6/18/14  | Pending    | 0058     | n/a  |       | 0006 |         |                    |                    | \$180,000          | Authority-Directed   |
|              | 045             | SP 20 Invoicing Changes                        | 6/24/14  | Pending    | 0053     |      |       | 0003 |         |                    |                    | \$0                | Authority-Directed   |
|              | 047             | DRB 3rd Member                                 | 7/21/14  | Pending    | n/a      | n/a  |       | 0008 |         |                    |                    | \$0                | Authority-Directed   |
| 055          | CL1 CL2 HazMat  | 9/4/14   | Pending  | n/a        | n/a      |      | 0007  |      |         |                    | \$5,250,000        | Authority-Directed |                      |
|              | <b>Subtotal</b> |  |          |            |          |      |       |      |         |                    | <b>\$5,966,062</b> |                    |                      |





Change Management Log

Project: CP 1  
 Date: 07/30/2014  
 Page: 1 of 1

| Status             | Index              | Name  | Created  | FOF Status | CN/COP # | DL # | PCO # | CO # | COP Due | Estimated (\$) | Proposed (\$) | Executed (\$) | Change Type              |
|--------------------|--------------------|---|----------|------------|----------|------|-------|------|---------|----------------|---------------|---------------|--------------------------|
| Closed - No Change | 002                | Executed<br>Agreement -<br>Community<br>Benefits<br>Agreement (CBA)       | 9/16/13  | Pending    | 0017     |      |       |      |         |                |               |               | Contractor-<br>Initiated |
|                    | 004                | Executed<br>Agreement -<br>Caltrans                                       | 9/30/13  |            | 0003     |      |       |      |         |                |               |               | Authority-<br>Directed   |
|                    | 005                | Executed<br>Agreement -<br>Fresno Irrigation<br>District                  | 9/30/13  |            | 0004     |      |       |      |         |                |               |               | Authority-<br>Directed   |
|                    | 031                | EMMA Program  | 4/4/14   | Pending    |          | n/a  |       |      |         |                |               |               | Authority-               |
|                    | <b>Subtotal</b>    |   |          |            |          |      |       |      |         |                |               |               |                          |
|                    | 008                | ATC 1A - Top<br>Down Construction   | 10/11/13 | Pending    | 0012     |      |       |      |         |                |               |               | Contractor-<br>Initiated |
|                    | 009                | ATC 8 - Herndon<br>Ave Underpass<br>and HST<br>Realignment                | 10/11/13 | Pending    | 0013     |      |       |      |         |                |               |               | Contractor-<br>Initiated |
|                    | 013                | DV03 -<br>Geotechnical -<br>Structural Boring<br>Exploration<br>Reduction | 11/5/13  | Pending    | 0011     |      |       |      |         |                |               |               | Contractor-<br>Initiated |
|                    | 041                | VE - Fresno River<br>Viaduct  | 6/4/14   | Pending    | 0046     |      |       |      |         |                |               |               | Contractor-<br>Initiated |
|                    | 056                | CBA Addendum 1  | 9/10/14  | Pending    |          |      |       |      |         | \$0            |               |               | Authority-               |
|                    | 057                | Revised Design<br>Variance Request<br>Form                                | 9/12/14  | Pending    |          |      |       |      |         | \$0            |               |               | Authority-<br>Directed   |
|                    | <b>Subtotal</b>    |   |          |            |          |      |       |      |         |                |               | \$0           |                          |
|                    | <b>Grand Total</b> |   |          |            |          |      |       |      |         | \$4,570,000    | \$398,759     | \$6,396,062   |                          |



**d. Change Log**

|  |        | Change Log                           |  |                  | Construction Package No. 1<br>HSR13-06 |             |                     |
|---|--------|--------------------------------------|--|------------------|--|-------------|---------------------|
| To  | Number | Title                                | Change Code  | Reason           | Date Approved                          | Time Change | Cost                |
| <b>Approved</b>   |        |                                      |  |                  |  |             |                     |
| TPZP  | 00001  | Addition of Copiers and Printer      | B18b Scope Changes   | Additional Scope |  | 0           | \$ 40,528           |
| TPZP  | 00002  | Partnering Costs                     | B18b Scope Changes   | Administrative   |  | 0           | \$ 108,000          |
| TPZP  | 00003  | SP20 Invoicing Changes               | B30b Other   | Administrative   | 06/30/2014                             | 0           | \$ 0                |
| TPZP  | 00004  | IBM Rational Doors                   | B18b Scope Changes   | Additional Scope | 06/19/2014                             | 0           | \$ 7,987            |
| TPZP  | 00005  | Local/ Long Distance Phone Charges   | B19b Payment Adjustments (unit price, provisional sums, etc ...) | Administrative   | 08/07/2014                             | 0           | \$ 79,547           |
| TPZP  | 00006  | DRB Expenses                         | A09a Partnering, DRB, & other related costs                      | Administrative   | 07/03/2014                             | 0           | \$ 180,000          |
| TPZP  | 00007  | CL1/CL2 HazMat                       |  | Administrative   | 09/04/2014                             | 0           | \$ 5,250,000        |
| TPZP  | 00008  | DRB 3rd Member                       |  | Administrative   | 08/07/2014                             | 0           | \$ 0                |
| TPZP  | 00010  | Weed Abatement - Various Locations   | B18b Scope Changes   | Additional Scope | 08/07/2014                             | 0           | \$ 300,000          |
| TPZP  | 00012  | Archaeological Field Inventory       | B18b Scope Changes   | Additional Scope | 09/04/2014                             | 0           | \$ 180,000          |
| TPZP  | 00013  | DL 00004 - BETP Task 1               |  | Additional Scope | 09/04/2014                             | 0           | \$ 280,000          |
| <b>TOTAL - APPROVED</b>   |        |                                      |  |                  |  | <b>0</b>    | <b>\$ 6,426,062</b> |
| <b>Open</b>   |        |                                      |  |                  |  |             |                     |
| TPZP  | 00009  | Revised Design Variance Request Form | B18b Scope Changes   | Other            |  | 0           | \$ 0                |
| TPZP  | 00011  | Additional Demolition HST#FB-10_168  |  | Additional Scope |  | 0           | \$ 179,124          |
| TPZP  | 00016  | CBA Administrative Addendum 1        |  | Administrative   |  | 0           | \$ 0                |
| <b>TOTAL - OPEN</b>   |        |                                      |  |                  |  | <b>0</b>    | <b>\$ 179,124</b>   |
| <b>TOTAL ALL CHANGES</b>  |        |                                      |  |                  |  | <b>0</b>    | <b>\$ 6,605,186</b> |



*THIS PAGE IS INTENTIONALLY BLANK*



**e. Change Order Proposal (COP)**

---

|   |   |
|---|---|
|  <p><b>CHANGE ORDER PROPOSAL (COP)</b></p> | <p><b>COP NO.:</b> Enter COP No.<br/> <b>DL NO.:</b> Enter DL No.<br/> <b>CN NO.:</b> Enter CN No.<br/> <b>CN Date:</b> Select Date</p> |
|---|---|

---

**TITLE:** Click here to enter text.    **DATE:** Select Date

**PROJECT:** Click here to enter text.    **CONTRACT NO:** Click here to enter text.

**FROM:** Tutor Perini / Zachry / Parsons, A Joint Venture  
15901 Golden Street  
Sylmar, CA 91342

**TO:** California High-Speed Rail Authority  
**ATTN:** Click here to enter text.  
1401 Fulton Street,  
3<sup>rd</sup> Floor  
Fresno, CA 93721

**DESCRIPTION OF PROPOSED CHANGE**

Describe the proposed change and related work scope allowed. Any Changes to the Contract language will be included as redlines in attachment.

**JUSTIFICATION FOR PROPOSED CHANGE (Including a reference to applicable Contract Provisions)**

Explain why the Change Order is necessary under the Contract, include a reference to the applicable Contract section allowing the Change Order. Also, include the benefits to the Authority, if possible.

**SCHEDULE IMPACTS:**

Provide narrative description of all cost impacts and attach time impact analysis.

**TOTAL CONTRACT TIME** Click here to enter text.    **DAYS**

**COST IMPACTS:**

Provide narrative description of all cost impacts and attach the detail cost estimate.

**TOTAL PRICE ADJUSTMENT:** Click here to enter text.

**INCOMPLETE CHANGE ORDER PROPOSAL:**     Yes     No

List the requirements that are not fulfilled together with an explanation stating why such requirements cannot be met.





COP NO.: Enter COP No.  
DL NO.: Enter DL No.  
CN NO.: Enter CN No.  
CN Date: Select Date

**CHANGE ORDER PROPOSAL (COP)**

**Contractor’s Sworn Certification (per GP 17.4)**

By executing this Change Order Proposal for the Contractor below, the undersigned for the Contractor certifies, under penalty of perjury, as follows:

This Change Order Proposal is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event of matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order Proposal is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor’s claim is falsely represented.

**Subcontractor’s Sworn Certification(s):**

Attached as [Click here to enter text](#). [indicate “none” if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order Proposal in the form above.

**TUTOR PERINI/ZACHRY/PARSONS, A JOINT VENTURE**

|                      |                        |      |
|----------------------|------------------------|------|
| <b>Submitted by:</b> |                        |      |
| Signature            | (Print name and title) | Date |

**ATTACHMENTS:**

[Click here to enter text.](#)





**g. Finding of Fact (FOF)**

|   |   |  |                   |
|---|---|--|-------------------|
|  |   | <b>FINDING OF FACT</b><br>(for Authority use only) | <b>FOF #:</b> No. |
| <b>Title:</b> Title   |   | <b>Date:</b> Date                                  |                   |
| <b>Project:</b> Project   | <b>Contractor:</b> Contractor           | <b>Contract #:</b> No.                             |                   |
| <b>CN #:</b> No.  | <b>DL #:</b> No.                        | <b>Change Type:</b> Type                           |                   |
| <b>Description of Proposed Change:</b>  |   |  |                   |
| <br>  |   |  |                   |
| <b>Reason for Proposed Change:</b>  |   |  |                   |
| <br>  |   |  |                   |
| <b>Background:</b>  |   |  |                   |
| <br>  |   |  |                   |
| <b>Attachments:</b>   |   |  |                   |
| <br>  |   |  |                   |
| <b>Schedule Impacts Estimate:</b>   |   |  |                   |
| <br>  |   |  |                   |
| <b>Cost Estimate:</b>   | Rough Order of Magnitude Estimate (ROM) |  |                   |
| <br>  |   |  |                   |
| <b>Total Estimated Cost</b> (rounded to nearest \$1,000):                         |   |  | <b>\$</b>         |
| <b>Effect on Rail System and Operational Safety and/or Security:</b>              |   |  |                   |
| <br>  |   |  |                   |
| <b>Effect on Configuration Management and Risk:</b>                               |   |  |                   |
| <br>  |   |  |                   |



|  |  |                          |
|--|--|--------------------------|
|  <b>CALIFORNIA</b><br>High-Speed Rail Authority | <b>FINDING OF FACT</b><br>(for Authority use only) | <b>FOF #:</b> No.        |
| <b>Title:</b> Title  | <b>Date:</b> Date                                  |                          |
| <b>Project:</b> Project  | <b>Contractor:</b> Contractor                      | <b>Contract #:</b> No.   |
| <b>CN #:</b> No.   | <b>DL #:</b> No.                                   | <b>Change Type:</b> Type |
| <b>Effect on Environmental Documents:</b>  |  |                          |
| <b>Effect on System Quality:</b>   |  |                          |
| <b>Effect on Technical/Interface/Third Parties:</b>  |  |                          |
| <b>Effect on Right-of-Way:</b>   |  |                          |
| <b>Effect on Contingency Budget or Provisional Sums or Other Funding Sources:</b>  |  |                          |
| <b>Miscellaneous Effects:</b>  |  |                          |





|   |                               |  |                   |
|---|-------------------------------|--|-------------------|
|  |                               | <b>FINDING OF FACT</b><br>(for Authority use only) | <b>FOF #:</b> No. |
| <b>Title:</b> Title   |                               | <b>Date:</b> Date                                  |                   |
| <b>Project:</b> Project   | <b>Contractor:</b> Contractor | <b>Contract #:</b> No.                             |                   |
| <b>CN #:</b> No.  | <b>DL #:</b> No.              | <b>Change Type:</b> Type                           |                   |
| <b>Change Control Committee (CCC) Concurrence Comments:</b>                       |                               |  |                   |
|   |                               |  |                   |
| <b>Record of Negotiations (RON):</b>  |                               | <b>CMS Change Management #:</b>                    |                   |
| Negotiation Start Date:   |                               | End Date:  |                   |
|   |                               |  |                   |

Prepared by: \_\_\_\_\_  
Name
Date



**h. Notice Log**

**California High-Speed Rail Authority** **Test for Projectwide Reporting**

**Notice Log**

**Job No:** **Date: 03/05/2013**  
**Project No:** **Page: 1 of 1**

| Type | To  | From  | Number | Title                       | Issue | Status     | Date       | Approved  | Started    | Completed | Responded | Required   | Cost   |
|------|-----|-------|--------|-----------------------------|-------|------------|------------|-----------|------------|-----------|-----------|------------|--------|
| CIC  | MCC | PB    | 00002  | Additional MOT Requirements | NEW   | 03/05/2013 | 03/05/2013 | 06/23/201 | 06/27/2013 |           |           | 03/12/2013 | \$0.00 |
|      |     |       |        |                             |       |            |            | 3         |            |           |           |            |        |
| CIC  | PTG | TYLIN | 00001  | Additional MOT Requirements | NEW   | 03/05/2013 | 03/05/2013 | 06/23/201 | 06/27/2013 |           |           | 03/05/2013 | \$0.00 |
|      |     |       |        |                             |       |            |            | 3         |            |           |           |            |        |

SAMPLE



**i. Proposed Change Order (PCO)**

|   |                                    |   |
|---|------------------------------------|---|
|  | <b>PROPOSED CHANGE ORDER (PCO)</b> | <b>PCO No.:</b> PCO-00001<br><b>CN No.:</b> CN-00003<br><b>DL No.:</b> DL-00001 |
|---|------------------------------------|---|

|                                   |                            |
|-----------------------------------|----------------------------|
| <b>TITLE:</b> Cut and Fill at XYZ | <b>DATE:</b> 08/06/2013    |
| <b>PROJECT:</b> Test Project      | <b>CONTRACT NO.:</b> CP-01 |

**DESCRIPTION OF PROPOSED CHANGE ORDER**  
 Additional Cut and Fill at XYZ.

**SUMMARY OF TENTATIVE AGREED TO CONDITIONS**  
 The conditions agreed to are...

**TENTATIVE AGREED PAYMENT ITEMS**

| Item          | Description                    | Quantity | Units    | Unit Price   | Net Amount          |
|---------------|--------------------------------|----------|----------|--------------|---------------------|
| 00001         | Additional Cut and Fill at XYZ | 1.000    | PayMS-LS | \$100,000.00 | \$100,000.00        |
| <b>Total:</b> |                                |          |          |              | <b>\$100,000.00</b> |

**AGREED SCHEDULE IMPACTS**  
 The agreed schedule impacts are...

|                               |
|-------------------------------|
| <b>TIME ADJUSTMENT (DAYS)</b> |
| <b>Total: 10</b>              |

**Note:** This PCO is understood to be the summary of the tentative agreement as negotiated on \_\_\_\_\_ and may be the basis for issuing a future Change Order. The Contractor shall not proceed with any of this changed work prior to issuance of an executed Change Order, unless otherwise directed by the Authority.



**j. Trends Log**

| California High-Speed Rail Authority |         |                                 |                  |                      | Test Project          |
|--------------------------------------|---------|---------------------------------|------------------|----------------------|-----------------------|
| Trends                               |         |                                 |                  |                      |                       |
| Job No: HSR 13-06                    |         |                                 | Date: 11/12/2013 |                      |                       |
| Project No: HSR 13-06                |         |                                 | Page: 1 of 1     |                      |                       |
| Date                                 | Number  | Title                           | Status           | Entered By           | Value                 |
| 07/08/2013                           | FA00-00 | Future Allowance for HSR00-00   | NEW              | Robert Norman        | \$0.00                |
| 04/22/2013                           | F01-01  |                                 | OPN              | Chris Wightman       | \$1,000,000.00        |
| 05/13/2013                           | F01-02  | trial trend to chnge est        | APP              | Chris Wightman       | \$9,999.00            |
| 03/01/2013                           | 00001   | Gas fuel                        | NEW              | Carmen Beals         | \$200.00              |
| 03/14/2013                           | 00002   | trial trend in adjustment       | NEW              | Christopher Wightman | \$0.00                |
| 04/09/2013                           | 00003   | HSR00-00 Inc Structure at Grade | NEW              | Robert Norman        | \$70,000.00           |
| 04/09/2013                           | 00004   | trend to multiple cost codes    | NEW              | Robert Norman        | \$206,304.00          |
| 04/09/2013                           | 00005   | Trend to Change Management      | PRO              | Robert Norman        | \$200,000.00          |
| <b>Total:</b>                        |         |                                 |                  |                      | <b>\$1,486,503.00</b> |



2. Contractor's Insurance Log

| California High Speed Rail  |                | Test Project                                      |                  |            |            |                               |                                  |   |
|---|----------------|---|------------------|------------|------------|-------------------------------|----------------------------------|---|
|  |                | <b>Insurance Log</b><br>By Contract / Policy Type |                  |            |            |                               | Date: 04/04/2013<br>Page: 1 of 1 |   |
| Policy Type   | Contract Spec. | Policy Number                                     | Limit            | Effective  | Expires    | Insurance Company             | Status                           | Remarks   |
| <b>Contract No. HSR00-00</b>  |                | <b>To: MCC</b>                                    |                  |            |            |                               |                                  |   |
| General Liability   |                | 123456789   | 749.00           | 07/01/2013 | 06/30/2014 | Wontpay Insurance Corporation | REJ                              | Insurance policy rejected due to unsatisfactory coverage not meeting contract requirements. |
| Workers Compensation  |                | 123456  | 1,000,000,000.00 | 05/01/2013 | 04/30/2013 | Wontpay Insurance Corporation | NEW                              | No remarks on this insurance policy...  |
| <b>Contract No. HSR00-99</b>  |                | <b>To: ACE</b>                                    |                  |            |            |                               |                                  |   |
| Professional Liability  | 3.1.04         | 68374-10  | 2000000          | 04/01/2013 | 03/31/2014 | ACME Casualty Insurance Corp. | PRO                              | This are remarks associated with the Professional Liability Insurance for ACE CM.           |



### 3. Design Variance Request Form

## CALIFORNIA HIGH-SPEED RAIL PROGRAM

### DESIGN VARIANCE REQUEST



**DVR NO:**

**DVR TITLE:**

Prepared by:  Firm:

---

**REVIEW**

Supported by:  Firm:

PMT System-Level Review

|   |   |
|---|---|
| <p>Infrastructure <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support</p> <p>Operations &amp; Maintenance <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support</p> <p>Systems Integration <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support</p> <p>Engineering Manager <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support</p> | <p>Railroad Systems <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support</p> <p>Rolling Stock <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support</p> <p>Safety &amp; Security <input type="checkbox"/> Support <input type="checkbox"/> Do Not Support</p> <p>Criteria Classification: <input style="width: 100px;" type="text"/></p> |
|---|---|

PMT Recommendation:

PCM Recommendation:

CHSRA Engineering Mgr. Recommendation:

DVR Committee Recommendation:

---

**APPROVAL**

|   |   |
|---|---|
| <p>Authority action: <input type="checkbox"/> Approve <input type="checkbox"/> Reject</p> | <p>FRA action: <input type="checkbox"/> Approve <input type="checkbox"/> Reject</p> |
|---|---|

Name:  Title:

Signature:  Date:

Page G-22 of 91  
 Project & Construction Management Manual  
 (For Design-Build Contracts)  
 Appendix G: List of Sample Standard Forms and Reports

### PART 1 - DVR GENERAL INFORMATION

DVR No.:  Rev.:

DVR Title:

Contract No.:

Design Drawing Reference(s):

### Engineering Seal

(Engineering Seal)

Name:  Firm:

Signature:  Date:



## PART 2 - DVR REQUIREMENTS

CHSRP Design Requirement:

Design Criteria Requiring a Variance:

Reason for Requesting Variance:

Justification for Variance:

Proposed Alternative Design Requirement



### PART 3 - DVR IMPACT ANALYSIS

Operations

Maintenance

Infrastructure

Railroad Systems

Reliability/  
Functionality

Third Party

Safety & Security



- Cost Impact
- |  |   |
|--|---|
| <input type="checkbox"/> Yes, amount unknown | <input type="checkbox"/> None             |
| <input type="checkbox"/> \$100k or less      | <input type="checkbox"/> \$100k to \$500k |
| <input type="checkbox"/> \$500k to \$1M      | <input type="checkbox"/> \$1M to \$5M     |
| <input type="checkbox"/> \$5M to \$10M       | <input type="checkbox"/> More than \$10M  |

Explanation of cost impact

Other

---

#### PART 4 - MITIGATION MEASURES

Mitigations

---

#### PART 5 - LIST OF DVR SUPPORTING DOCUMENTATION

|                                    |                      |
|------------------------------------|----------------------|
| Detailed Analysis                  | <input type="text"/> |
| Publications/<br>Standards Extract | <input type="text"/> |
| Risk Assessment                    | <input type="text"/> |
| Cost Estimate                      | <input type="text"/> |
| Drawings                           | <input type="text"/> |
| Calculations                       | <input type="text"/> |
| Expert<br>Testimonial              | <input type="text"/> |
| Correspondence                     | <input type="text"/> |





**b. Contractor's Monthly Invoice Narrative (for FRA)**

Contractor: Tutor Perini/Zachry/Parsons JV

Project: CP-1

Contract No.: HSR13-06

Invoice No.: 00002

Invoice Date: 09/26/2013

Invoice Period: 09/01/2013 through 09/16/2013

Invoice Amount: \$8,513,693.00

ARRA Reimbursement

FR-HSR-009-10-01-00

California High-Speed Train Program ARRA Grant California High-Speed Rail Authority

Task 8-Design-Build work for CP1

Tutor Perini/Zachry/Parsons JV:

The Payment Milestone "CP01 PW 03: Builders Risk Insurance" is for the Builders Risk Insurance Coverage. A copy of the invoice for this coverage was submitted with Invoice #001. A copy of the policy will be forwarded to the HSRA in the upcoming weeks when available.

The Payment Milestone "CP01 PW MOB: Mobilization" is for Mobilization as set forth in Article 11.1 of the contract Special Provisions which states "0.5 percent of the Contract Price at earlier of limited NTP + 30 days." It is also referenced in Attachment A of the Limited Notice to Proceed letter dated August 16, 2013, under the "Initial Mobilization Payment" section.

The Payment Milestone "CP01 PW FOC 02- 3<sup>rd</sup> Party Matrix" is for the 3<sup>rd</sup> Party Utility Matrix submitted per the contract General Provisions Article 49.1.1.6 and referenced in Attachment A of the Limited Notice to Proceed letter dated August 16, 2013, under the "Facilities of Others" section.

The Payment Milestone "CP01 PW ULC 02 – Contract List of Utility Companies" is for the Contact List of Utility Companies submitted per the Standard Specifications 33 05 25 (1.2.A) and referenced in Attachment A of the Limited Notice to Proceed letter dated August 16, 2013, under the "Support and Protection of Utilities" section.

The Payment Milestone "CP01 PU URC 02 – Initial Utility Relocation Coordination" is for the Initial Utility Relocation Coordination referenced in Attachment A of the Limited Notice to Proceed Letter Dated August 16, 2013, under the "Utility Investigation" section.

The Payment Milestone "CP01 PW U3rd 02" is for coordination with 3<sup>rd</sup> Parties referenced in Attachment A of the Limited Notice to Proceed letter dated August 16, 2013, under "Third Party Coordination."

The Payment Milestone "CP01 PW Survey 02" is for the August 16 to September 15 monthly activities associated with Field Survey and Photographic Mapping. This Milestone is one of 5



milestones which cover Field Survey and Photographic Mapping which were identified in Attachment A of the Limited Notice to Proceed letter dated August 16, 2013, under the section “Project Survey and Mapping.”

The Payment Milestone “CP01 PW Geo 02” is for the August 16 to September 15 monthly activities associated with Initial Geotech Investigation by EMI & AMEC. This Milestone is one of 5 milestones which cover the Initial Geotech Investigations including Drilling and Sampling which were identified in Attachment A of the Limited Notice to Proceed letter dated August 16, 2013, under the section “Geotech Investigation.”

The Payment Milestone “CP01 PW ICE 01” is for the ICE and ISE Services Monthly Allocation. This dollar amount was specifically identified in Attachment A of the Limited Notice to Proceed letter dated August 16, 2013 under the section “ICE & ISE Assessment Plan.”

TPZP has been working with local and small disadvantaged businesses to procure many of the office furniture and supplies. These purchase orders include stationary, office furniture, coffee services, and electronic appliances.

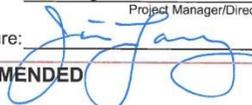
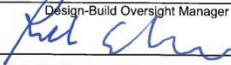
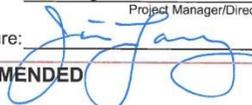
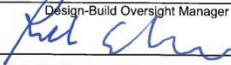
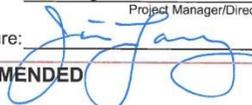
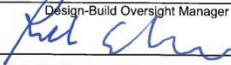
Design Work underway includes: Review the Authority’s Design Survey Criteria to ensure survey control and topographic mapping will comply with specs and Scope of Work. Research and review primary and secondary control points set by the Authority’s and PMT’s Surveyors. Plan aerial diagram for 29 mile route plus cross flights, and “place plane” targets on existing aerial imagery (Google Earth) while minimizing private property locations. Review Authority’s “PTE Statue Spreadsheet for CP1” and correlate those parcels/owners with parcels where we need to place supplemental survey control and/or aerial targets. Prepare and provide color plots of Google Earth files showing proposed aerial control target locations and HSR alignment and acquisition parcels. Develop Project Specific Survey Safety Plan. Provide sample project information letters and cards for use with landowners and public. Order aerial target materials and stamped survey control bronze disks. Attend meetings with Authority’s Team to discuss right of entry and landowner coordination and notification issues prior beginning field survey work.



*THIS PAGE IS INTENTIONALLY BLANK*



**c. Contractor's Monthly Payment Invoice Certification**

|   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
|---|--|--|--|--------------|------------------------------------|--------------|--|---------------------|--------------------------------|---------------------------|--|--|--|-----------------|--|----------------|--|------------------------|--|-------------------------|--|--|-------------------------------|----------------|-------------------------------------|--------------|-------------------------------------|--------|---|-----------------------|--|--|---|----------------|-------------------------------------|--------------|-------------------------------|-----------------------|--|-----------------------------------|--|---|--|--|----------------|--------------------------------------|--|-----------------|--|--------------------------|--|--|----------|------|--|--------------------|--|----------------|--|----------------------|--|---------------------|--|--------------------------------|--|--|----------|------|--|-----------------------|--|-----------------|--|------------------|-------------|-----------------------------|--|---|--------|------|--|-----------------|--|-------------|--|----------------|--|------------------|------|--------------|--|-------------|--|-----------------------|--|------------------|------|
|    | <b>CONTRACTOR'S MONTHLY PAYMENT INVOICE CERTIFICATION</b><br>Billing Period From: 08/01/2014 To: 08/31/2014          | <b>Construction Package No. 1</b><br>INVOICE No: 00013<br>INVOICE DATE: 09/05/2014 |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>BILL TO:</b> California High-Speed Rail Authority<br>770 L Street<br>Sacramento CA 95814, USA  | <b>CONTRACT NUMBER:</b> HSR 13-06<br><b>CONTRACT DATE:</b> 08/16/2013<br><b>CONTRACT FOR:</b> Construction Package 1 |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>REMIT TO:</b> TUTOR PERINI/ZACHRY/PARSONS JV<br>1401 Fulton Street<br>Fresno CA 93721, USA   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: right;"><b>ORIGINAL CONTRACT AMOUNT</b></td> <td style="text-align: right;">\$1,022,988,000.00</td> </tr> <tr> <td style="text-align: right;">EXECUTED CHANGE ORDERS PREVIOUS TOTALS</td> <td style="text-align: right;">\$336,515.33</td> </tr> <tr> <td style="text-align: right;">EXECUTED CHANGE ORDERS THIS PERIOD</td> <td style="text-align: right;">\$379,546.85</td> </tr> <tr> <td style="text-align: right;"><b>EXECUTED CHANGE ORDERS/AMENDMENTS TO DATE</b></td> <td style="text-align: right;"><b>\$716,062.18</b></td> </tr> <tr> <td style="text-align: right;"><b>REVISED CONTRACT AMOUNT</b></td> <td style="text-align: right;"><b>\$1,023,704,062.18</b></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td style="text-align: right;">PREVIOUSLY BILLED (Retainage Included)</td> <td style="text-align: right;">\$80,203,106.22</td> </tr> <tr> <td style="text-align: right;">TOTAL WORK BILLED THIS PERIOD (Retainage Included)</td> <td style="text-align: right;">\$7,514,771.50</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL BILLED TO DATE (Retainage Included)</b></td> <td style="text-align: right;"><b>\$87,717,877.72</b></td> </tr> <tr> <td style="text-align: right;"><b>REMAINING CONTRACT BALANCE (Retainage Included)</b></td> <td style="text-align: right;"><b>\$935,986,184.46</b></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td style="text-align: right;">RETAINAGE PREVIOUSLY WITHHELD</td> <td style="text-align: right;">\$2,154,297.15</td> </tr> <tr> <td style="text-align: right;">PLUS RETAINAGE WITHHELD THIS PERIOD</td> <td style="text-align: right;">\$375,738.58</td> </tr> <tr> <td style="text-align: right;">LESS RETAINAGE RELEASED THIS PERIOD</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL RETAINAGE WITHHELD TO DATE</b></td> <td style="text-align: right;"><b>\$2,530,035.73</b></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td style="text-align: right;">TOTAL BILLED THIS PERIOD (Retainage included)</td> <td style="text-align: right;">\$7,514,771.50</td> </tr> <tr> <td style="text-align: right;">LESS RETAINAGE WITHHELD THIS PERIOD</td> <td style="text-align: right;">\$375,738.58</td> </tr> <tr> <td style="text-align: right;"><b>AMOUNT DUE THIS PERIOD</b></td> <td style="text-align: right;"><b>\$7,139,032.92</b></td> </tr> </table> | <b>ORIGINAL CONTRACT AMOUNT</b>  | \$1,022,988,000.00   | EXECUTED CHANGE ORDERS PREVIOUS TOTALS | \$336,515.33 | EXECUTED CHANGE ORDERS THIS PERIOD | \$379,546.85 | <b>EXECUTED CHANGE ORDERS/AMENDMENTS TO DATE</b> | <b>\$716,062.18</b> | <b>REVISED CONTRACT AMOUNT</b> | <b>\$1,023,704,062.18</b> |  |  | PREVIOUSLY BILLED (Retainage Included) | \$80,203,106.22 | TOTAL WORK BILLED THIS PERIOD (Retainage Included) | \$7,514,771.50 | <b>TOTAL BILLED TO DATE (Retainage Included)</b> | <b>\$87,717,877.72</b> | <b>REMAINING CONTRACT BALANCE (Retainage Included)</b> | <b>\$935,986,184.46</b> |  |  | RETAINAGE PREVIOUSLY WITHHELD | \$2,154,297.15 | PLUS RETAINAGE WITHHELD THIS PERIOD | \$375,738.58 | LESS RETAINAGE RELEASED THIS PERIOD | \$0.00 | <b>TOTAL RETAINAGE WITHHELD TO DATE</b> | <b>\$2,530,035.73</b> |  |  | TOTAL BILLED THIS PERIOD (Retainage included) | \$7,514,771.50 | LESS RETAINAGE WITHHELD THIS PERIOD | \$375,738.58 | <b>AMOUNT DUE THIS PERIOD</b> | <b>\$7,139,032.92</b> | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACTOR'S CERTIFICATION</b></td> </tr> <tr> <td colspan="2" style="font-size: small;">I certify that the work covered by this Monthly Payment Invoice has been completed according to the Contract, and that the amount certified is:</td> </tr> <tr> <td style="width: 80%;"></td> <td style="text-align: right;">\$7,514,771.50</td> </tr> <tr> <td colspan="2">Firm: Tutor Perini/Zachry/Parsons JV</td> </tr> <tr> <td colspan="2">Name: Jim Laing</td> </tr> <tr> <td style="text-align: center;">Project Manager/Director</td> <td></td> </tr> <tr> <td>Signature: </td> <td style="text-align: right;">9/2/2014</td> </tr> <tr> <td colspan="2" style="text-align: center;">Date</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>RECOMMENDED</b></td> </tr> <tr> <td colspan="2" style="text-align: right;">\$7,514,771.50</td> </tr> <tr> <td colspan="2">Firm: Wong-Harris JV</td> </tr> <tr> <td colspan="2">Name: Rick E. Stead</td> </tr> <tr> <td style="text-align: center;">Design-Build Oversight Manager</td> <td></td> </tr> <tr> <td>Signature: </td> <td style="text-align: right;">9/2/2014</td> </tr> <tr> <td colspan="2" style="text-align: center;">Date</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>CHSRA APPROVAL</b></td> </tr> <tr> <td colspan="2">Recommended by:</td> </tr> <tr> <td>Name: HUGO MEJIA</td> <td style="text-align: right;">SEP 08 2014</td> </tr> <tr> <td style="text-align: center;">Design Construction Manager</td> <td></td> </tr> <tr> <td>Signature: </td> <td style="text-align: right;">9/8/14</td> </tr> <tr> <td colspan="2" style="text-align: center;">Date</td> </tr> <tr> <td colspan="2">Recommended by:</td> </tr> <tr> <td>Name: _____</td> <td></td> </tr> <tr> <td style="text-align: center;">Budget Officer</td> <td></td> </tr> <tr> <td>Signature: _____</td> <td style="text-align: right;">Date</td> </tr> <tr> <td colspan="2">Approved by:</td> </tr> <tr> <td>Name: _____</td> <td></td> </tr> <tr> <td style="text-align: center;">Chief Program Manager</td> <td></td> </tr> <tr> <td>Signature: _____</td> <td style="text-align: right;">Date</td> </tr> </table> | <b>CONTRACTOR'S CERTIFICATION</b> |  | I certify that the work covered by this Monthly Payment Invoice has been completed according to the Contract, and that the amount certified is: |  |  | \$7,514,771.50 | Firm: Tutor Perini/Zachry/Parsons JV |  | Name: Jim Laing |  | Project Manager/Director |  | Signature:  | 9/2/2014 | Date |  | <b>RECOMMENDED</b> |  | \$7,514,771.50 |  | Firm: Wong-Harris JV |  | Name: Rick E. Stead |  | Design-Build Oversight Manager |  | Signature:  | 9/2/2014 | Date |  | <b>CHSRA APPROVAL</b> |  | Recommended by: |  | Name: HUGO MEJIA | SEP 08 2014 | Design Construction Manager |  | Signature:  | 9/8/14 | Date |  | Recommended by: |  | Name: _____ |  | Budget Officer |  | Signature: _____ | Date | Approved by: |  | Name: _____ |  | Chief Program Manager |  | Signature: _____ | Date |
| <b>ORIGINAL CONTRACT AMOUNT</b>   | \$1,022,988,000.00   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| EXECUTED CHANGE ORDERS PREVIOUS TOTALS  | \$336,515.33   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| EXECUTED CHANGE ORDERS THIS PERIOD  | \$379,546.85   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>EXECUTED CHANGE ORDERS/AMENDMENTS TO DATE</b>  | <b>\$716,062.18</b>  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>REVISED CONTRACT AMOUNT</b>  | <b>\$1,023,704,062.18</b>  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
|   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| PREVIOUSLY BILLED (Retainage Included)  | \$80,203,106.22  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| TOTAL WORK BILLED THIS PERIOD (Retainage Included)  | \$7,514,771.50   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>TOTAL BILLED TO DATE (Retainage Included)</b>  | <b>\$87,717,877.72</b>   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>REMAINING CONTRACT BALANCE (Retainage Included)</b>  | <b>\$935,986,184.46</b>  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
|   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| RETAINAGE PREVIOUSLY WITHHELD   | \$2,154,297.15   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| PLUS RETAINAGE WITHHELD THIS PERIOD   | \$375,738.58   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| LESS RETAINAGE RELEASED THIS PERIOD   | \$0.00   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>TOTAL RETAINAGE WITHHELD TO DATE</b>   | <b>\$2,530,035.73</b>  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
|   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| TOTAL BILLED THIS PERIOD (Retainage included)   | \$7,514,771.50   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| LESS RETAINAGE WITHHELD THIS PERIOD   | \$375,738.58   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>AMOUNT DUE THIS PERIOD</b>   | <b>\$7,139,032.92</b>  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>CONTRACTOR'S CERTIFICATION</b>   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| I certify that the work covered by this Monthly Payment Invoice has been completed according to the Contract, and that the amount certified is:   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
|   | \$7,514,771.50   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Firm: Tutor Perini/Zachry/Parsons JV  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Name: Jim Laing   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Project Manager/Director  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Signature:   | 9/2/2014   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Date  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>RECOMMENDED</b>  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| \$7,514,771.50  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Firm: Wong-Harris JV  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Name: Rick E. Stead   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Design-Build Oversight Manager  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Signature:   | 9/2/2014   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Date  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| <b>CHSRA APPROVAL</b>   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Recommended by:   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Name: HUGO MEJIA  | SEP 08 2014  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Design Construction Manager   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Signature:    | 9/8/14   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Date  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Recommended by:   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Name: _____   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Budget Officer  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Signature: _____  | Date   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Approved by:  |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Name: _____   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Chief Program Manager   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| Signature: _____  | Date   |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |
| DGS Certification   |  |  |  |              |                                    |              |  |                     |                                |                           |  |  |  |                 |  |                |  |                        |  |                         |  |  |                               |                |                                     |              |                                     |        |   |                       |  |  |   |                |                                     |              |                               |                       |  |                                   |  |   |  |  |                |                                      |  |                 |  |                          |  |  |          |      |  |                    |  |                |  |                      |  |                     |  |                                |  |  |          |      |  |                       |  |                 |  |                  |             |                             |  |   |        |      |  |                 |  |             |  |                |  |                  |      |              |  |             |  |                       |  |                  |      |

F\_RQS\_09P



*THIS PAGE IS INTENTIONALLY BLANK*



**d. Contractor's Monthly Payment Invoice Log by Contract**

| California High Speed Rail Authority  |          |   | Test Project    |                      |                |                      |              |                            |
|---|----------|---|-----------------|----------------------|----------------|----------------------|--------------|----------------------------|
|  |          | <b>Contractor's Monthly Payment Invoice Log<br/>By Contract</b> |                 |                      |                | Date: 05/15/2013     |              |                            |
|   |          |   |                 |                      |                | Page: 1 of 1         |              |                            |
| To  | From     | Number  | Scheduled Value | Previous Application | This Period    | Total Stored To Date | Retainage    | Balance To Finish + Retain |
| CA HS RA  | PB       | TST12-002   |                 |                      |                |                      |              |                            |
|   |          | 00001   | \$1,800,000.00  | \$0.00               | \$180,000.00   | \$180,000.00         | \$0.00       | \$1,620,000.00             |
| MCC   | CA HS RA | HSR00-00  |                 |                      |                |                      |              |                            |
|   |          | 00001   | \$15,000,000.00 | \$0.00               | \$3,000,000.00 | \$3,000,000.00       | \$150,000.00 | \$12,150,000.00            |
| PB  | PB       | TST12-004   |                 |                      |                |                      |              |                            |
|   |          | 00001   | \$1,000.00      | \$0.00               | \$100.00       | \$100.00             | \$0.00       | \$900.00                   |
|   |          | 00002   | \$1,000.00      | \$100.00             | \$0.00         | \$100.00             | \$0.00       | \$900.00                   |
|   |          | 00003   | \$1,000.00      | \$100.00             | \$450.00       | \$550.00             | \$0.00       | \$450.00                   |



*THIS PAGE IS INTENTIONALLY BLANK*



e. Line Item Details

|   |  |  |
|---|--|--|
|  | <b>California High Speed Rail</b><br><b>CONTRACTOR'S MONTHLY PAYMENT INVOICE</b><br><b>LINE ITEM DETAILS</b> | <b>Test Project</b><br>APPLICATION: 00001<br>PERIOD ENDING: 7/31/13<br>PAGE 1 OF 1 PAGES |
|---|--|--|

**Contract To:** Mammoth Construction Company      **Contract No.:** HSR00-00  
**Description:** Construction of CP 74

| A              | B                              | C               | D                         | E                          | F                | G   | H          | I                 | J            |
|----------------|--------------------------------|-----------------|---------------------------|----------------------------|------------------|---|------------|-------------------|--------------|
| LINE ITEM ID   | LINE ITEM DESCRIPTION          | SCHEDULED VALUE | FROM PREVIOUS APPLICATION | WORK COMPLETED THIS PERIOD | STORED MATERIALS | WORK COMPLETED AND STORED MATERIALS TO DATE | % COMPLETE | BALANCE TO FINISH | RETAINAGE    |
| 0000010        | Contract HSR00-00 Line Item 1  | \$3,000,000.00  | \$0.00                    | \$3,000,000.00             | \$0.00           | \$3,000,000.00                              | 100.00%    | \$0.00            | \$150,000.00 |
| 0000020        | Contract HSR00-00 Line Item 2  | \$500,000.00    | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$500,000.00      | \$0.00       |
| 0000030        | Contract HSR00-00 Line Item 3  | \$2,225,000.00  | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$2,225,000.00    | \$0.00       |
| 0000040        | Contract HSR00-00 Line Item 4  | \$725,000.00    | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$725,000.00      | \$0.00       |
| 0000050        | Contract HSR00-00 Line Item 5  | \$1,950,000.00  | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$1,950,000.00    | \$0.00       |
| 0000060        | Contract HSR00-00 Line Item 6  | \$99,000.00     | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$99,000.00       | \$0.00       |
| 0000070        | Contract HSR00-00 Line Item 7  | \$3,450,000.00  | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$3,450,000.00    | \$0.00       |
| 0000080        | Contract HSR00-00 Line Item 8  | \$1,500,000.00  | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$1,500,000.00    | \$0.00       |
| 0000090        | Contract HSR00-00 Line Item 9  | \$551,000.00    | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$551,000.00      | \$0.00       |
| 0000100        | Contract HSR00-00 Line Item 10 | \$1,000,000.00  | \$0.00                    | \$0.00                     | \$0.00           | \$0.00                                      | 0.00%      | \$1,000,000.00    | \$0.00       |
| <b>Totals:</b> |                                | \$15,000,000.00 | \$0.00                    | \$3,000,000.00             | \$0.00           | \$3,000,000.00                              | 20.00%     | \$12,000,000.00   | \$150,000.00 |

Form F\_RQS\_108



*THIS PAGE IS INTENTIONALLY BLANK*



**f. WBS Cost Distribution Detail**

|   |   |
|---|---|
|                                        | <b>Construction Package No. 1</b>   |
|   | Contractor's Monthly Payment      Date: 09/05/2014<br>WBS Cost Distribution Detail      Page: 1 of 1<br>By FRA Cat/Subcat.      Contract: HSR 13-06 |
| Invoice No: 00013      Invoice From: TUTOR PERINI/ZACHRY/PARSONS JV<br>Invoice To: California High-Speed Rail Authority |   |

**FRA Cat. - Subcategory: 010-03: Track structure, Track structure: Undergrade Bridge**

| Req. Item # | Req. Item Description                   | WBS / Cost Code          | Distrib. Amount |
|-------------|---|--------------------------|-----------------|
| B0301003    | MF - Track Structure: Undergrade Bridge | 30.FC.1003.CP0001.000000 | \$18,744.44     |
|             |   |                          | \$18,744.44     |

**FRA Cat. - Subcategory: 040-01: Site, Struture, ROW & Enviro Work, Demo, clearing, site preparation**

| Req. Item # | Req. Item Description                          | WBS / Cost Code          | Distrib. Amount |
|-------------|--|--------------------------|-----------------|
| B0304001    | MF - Demolition, Clearing and Site Preparation | 30.FC.4001.CP0001.000000 | \$66,372.00     |
|             |  |                          | \$66,372.00     |

**FRA Cat. - Subcategory: 040-03: Site, Struture, ROW & Enviro Work, Hazard matl, contaminated soil rem**

| Req. Item # | Req. Item Description  | WBS / Cost Code          | Distrib. Amount |
|-------------|--|--------------------------|-----------------|
| B0304003    | MF - Hazardous Material, Contaminated Soil, Groundwater Trea | 30.FC.4003.CP0001.000000 | \$366,327.21    |
|             |  |                          | \$366,327.21    |

**FRA Cat. - Subcategory: 040-08: Site, Struture, ROW & Enviro Work, Highway/pedestrian overpass/grade**

| Req. Item # | Req. Item Description                          | WBS / Cost Code          | Distrib. Amount |
|-------------|--|--------------------------|-----------------|
| B0304008    | MF - Overcrossings, Highway, Grade Separations | 30.FC.4008.CP0001.000000 | \$241,125.36    |
|             |  |                          | \$241,125.36    |

**FRA Cat. - Subcategory: 080-03: PE, FD, PM, CM & Admin Work, Final Design**

| Req. Item # | Req. Item Description | WBS / Cost Code          | Distrib. Amount |
|-------------|-----------------------|--------------------------|-----------------|
| B0308003    | MF - Final Design     | 30.FC.8003.CP0001.000000 | \$6,106,581.64  |
| B0408003    | FB - Final Design     | 40.FC.8003.CP0001.000000 | \$48,650.00     |
|             |                       |                          | \$6,155,231.64  |

**FRA Cat. - Subcategory: 080-05: PE, FD, PM, CM & Admin Work, Construction Admin & Mngmt**

| Req. Item # | Req. Item Description                        | WBS / Cost Code          | Distrib. Amount |
|-------------|--|--------------------------|-----------------|
| C0308005AE  | CCO 005 - Local/ Long Distance Phone Charges | 30.FC.8005.CP0001.000000 | \$14,767.35     |
|             |  |                          | \$14,767.35     |

**FRA Cat. - Subcategory: 080-08: PE, FD, PM, CM & Admin Work, Surveys, Testing, Investigations**

| Req. Item # | Req. Item Description                 | WBS / Cost Code          | Distrib. Amount |
|-------------|---------------------------------------|--------------------------|-----------------|
| B0308008    | MF - Survey, Testing & Investigations | 30.FC.8008.CP0001.000000 | \$652,203.50    |
|             |                                       |                          | \$652,203.50    |

|                     |                       |
|---------------------|-----------------------|
| <b>Grand Total:</b> | <b>\$7,514,771.50</b> |
|---------------------|-----------------------|



5. Correspondence Forms  
a. Fax Cover Sheet

|   |          |  |
|---|----------|--|
|  <b>CALIFORNIA High-Speed Rail Authority</b> |          | EDMUND G. BROWN JR.<br>GOVERNOR<br> |
| <i>Fax Cover Sheet</i>  | DATE:    | 770 L Street, Suite 800<br>Sacramento, CA 95814<br>T: (916) 324-1541<br>F: (916) 322-0827                              |
| TO:   | COMPANY: | <a href="http://www.hsr.ca.gov">www.hsr.ca.gov</a>   |
| PHONE:  |          |  |
| FAX:  |          |  |

|          |                             |
|----------|-----------------------------|
| FROM:    |                             |
| PHONE:   |                             |
| SUBJECT: |                             |
| PAGES:   | <b>INCLUDING COVER PAGE</b> |
|          |                             |

The information in this fax is intended for the individual or entity on the cover sheet. If you are not the intended recipient, disclosure, copying, distribution or use of the information is prohibited. If you do not receive all of the pages or have received this fax in error, please notify us immediately at (916) 324-1541.



**b. Letters Received/Sent Forms**



**BOARD MEMBERS**

**Dan Richard**  
CHAIRPERSON

**Lynn Schenk**  
VICE CHAIRPERSON

**Thomas Richards**  
VICE CHAIRPERSON

**Jim Hartnett**

**Katherine  
Perez-Estolano**

**Michael Rossi**

**Thomas J. Umberg**

**Jeff Morales**  
CHIEF EXECUTIVE OFFICER

EDMUND G. BROWN JR.  
GOVERNOR



770 L Street, Suite 800 Sacramento, CA 95814 • T: (916) 324-1541 • F: (916) 322-0827 • [www.hsr.ca.gov](http://www.hsr.ca.gov)





April 8, 2013

**BOARD MEMBERS**

**Dan Richard**  
CHAIRPERSON

**Lynn Schenk**  
VICE CHAIRPERSON

**Thomas Richards**  
VICE CHAIRPERSON

**Jim Hartnett**

**Katherine Perez-Estolano**

**Michael Rossi**

**Thomas J. Umberg**

**Jeff Morales**  
CHIEF EXECUTIVE OFFICER

The Honorable Annie Parker  
Mayor  
City of Malibu  
1234 Pacific Coast Highway  
Malibu, CA 20515

Dear Mayor Parker:

In anticipation of your upcoming meeting, I wanted to provide you with an overview of the outstanding progress of the high-speed rail project in California.

To summarize, over the past year, the California High-Speed Rail Authority (Authority) has significantly revised and improved its business planning for the project, predicated on the idea that high-speed rail is an integral part of a broader statewide rail transportation system. Additionally, the Authority has received funding appropriations from the California State Legislature to proceed with construction. And finally, the Authority has strengthened governance and oversight of the project.

In conclusion, the Authority is committed to working closely with our federal, state, and local partners to ensure the success of California's high-speed rail project. As the project continues to advance, we look forward to an open and frequent dialogue with the City and the public. In doing so, we hope to construct a high-speed rail system that benefits all Americans and can serve as a model for future projects. If you have any questions or concerns, please contact me or Lisa Marie Alley, Assistant Deputy of Communications, at (916) 324-1541 or [lalley@hsr.ca.gov](mailto:lalley@hsr.ca.gov).

Sincerely,

Melissa White  
Chief, External Affairs

Attachment(s)

cc: The Honorable Karen Massie, Mayor, City of Davis

EDMUND G. BROWN JR.  
GOVERNOR



770 L Street, Suite 800 Sacramento, CA 95814 • T: (916) 324-1541 • F: (916) 322-0827 • [www.cahighspeedrail.ca.gov](http://www.cahighspeedrail.ca.gov)





**BOARD MEMBERS**

**Dan Richard**

CHAIRPERSON

**Lynn Schenk**

VICE CHAIRPERSON

**Thomas Richards**

VICE CHAIRPERSON

**Jim Hartnett**

**Katherine  
Perez-Estolano**

**Michael Rossi**

**Thomas J. Umberg**

**Jeff Morales**

CHIEF EXECUTIVE OFFICER

Spell out full month, date, year  
(three to four lines)

Mr./Ms./The Honorable FirstName LastName  
Title if not in line above

Organization  
Address

City, ST ZIP  
(one line)

Dear Mr./Ms./Senator/Assembly Member LastName:  
(one line)

Begin typing here.

Margins are 1.44 inch on the left, 1 inch on the right, 1.75 inch on top, and 1 inch on the bottom.

Standard text font is 11 point Times New Roman, Line spacing: 1. Align: Fully justify.

Use a comma to set off the year in complete dates (for example, Sunday, June 4, 2006, . . . ). Avoid word-breaks and keep text and key phrases together.

Separate paragraphs by one line.

**Heading**

Standard heading font is 12 point Times New Roman Bold, Align: Left Justify.

**Subheading**

Standard subheading font is 11 point Times New Roman Bold, Align: Left Justify.

**Formatting**

Paragraph and text formatting is preferred in working documents to reduce manual and hard paragraph and page breaks because the latter can lead to awkward formatting when existing text is deleted or additional text is inserted.

- Use more than one bullet or number in lists. Do not leave a single bulleted or enumerated item alone.
- Do not divide a short paragraph (with only two or three lines) at the bottom of the page. Always leave at least two lines of the paragraph at the foot of one page and carry over at least two lines to the top of the next page.

If a letter requires more than one page use the second page template.

If trying to condense a letter to fit in a single page, first delete one blank line from the signature block area. Delete another blank line from the signature block if needed. Do not alter the margins or header placement. Never reduce the body text to less than 11 points.

EDMUND G. BROWN JR.  
GOVERNOR



770 L Street, Suite 800 Sacramento, CA 95814 • T: (916) 324-1541 • F: (916) 322-0827 • www.cahighspeedrail.ca.gov



Full Name of Letter Addressee

page 2

(two lines)

Do not leave the signature block alone on the page; include accompanying text. Include appropriate contact information and email address. Always close the letter with “Sincerely” with a comma. Ex: please contact Staff Name, Title of the Division of YouNameIt, at (123) 456 7890 or staff\_name@hsr.ca.gov.

(two lines)

Sincerely,

(three lines)

Dan Richard

Chairman, Board of Directors

(one line)

Attachments:

(1) Separately list each attached document as an enumerated list. Set left indent with Tab key. Keep list together.

(2) If only one enclosure, do not enumerate attachments.

(one line)

cc: Set left indent with Tab key. Keep cc list together. List names by company affiliation in descending order of hierarchy. Include all listed in the cc list of the incoming letter. Name, Title, Area, Organization. Do not capitalize “cc”



**c. Memorandum Form-(for internal documents only)**

|   |
|---|
|  <b>CALIFORNIA High-Speed Rail Authority</b> |
| <b><i>Memorandum</i></b>  |

DATE:  
TO:  
FROM:  
SUBJECT:

---

770 L Street, Suite 800 Sacramento, CA 95814 • T: (916) 324-1541 • F: (916) 322-0827 • [www.hsr.ca.gov](http://www.hsr.ca.gov)



**d. Transmittals Received/Sent Forms**

|   |  |
|---|--|
| <b>CHSR Programwide Tasks</b>   | <b>TRANSMITTAL<br/>No. PW00-00002</b>  |
|  | California Dept of Technology Svcs<br>P.O. Box 1810<br><br>Rancho Cordova, CA 95741-1810 |

**TO:** California High Speed Rail Authority  
 925 L Street  
 Suite 1425  
 Sacramento, CA 95814

**DATE:** 03/05/2013

**REF:** Requisition

**ATTN:** Mehdi Morshed

| WE ARE SENDING:                             | SUBMITTED FOR:   | ACTION TAKEN:                                     |
|---|--|---|
| <input type="checkbox"/> Shop Drawings      | <input type="checkbox"/> Approval                      | <input type="checkbox"/> Approved as Submitted    |
| <input type="checkbox"/> Letter             | <input type="checkbox"/> Your Use                      | <input type="checkbox"/> Approved as Noted        |
| <input type="checkbox"/> Prints             | <input type="checkbox"/> As Requested                  | <input type="checkbox"/> Returned After Loan      |
| <input type="checkbox"/> Change Order       | <input checked="" type="checkbox"/> Review and Comment | <input type="checkbox"/> Resubmit                 |
| <input type="checkbox"/> Plans              |  | <input type="checkbox"/> Submit                   |
| <input type="checkbox"/> Samples            | <b>SENT VIA:</b>                                       | <input type="checkbox"/> Returned                 |
| <input type="checkbox"/> Specifications     | <input checked="" type="checkbox"/> Attached           | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> Other: Requisition | <input type="checkbox"/> Separate Cover Via: Mail      | <input type="checkbox"/> Due Date:                |

| ITEM NO. | COPIES | DATE       | ITEM | NUMBER | REV. NO. DESCRIPTION | STATUS |
|----------|--------|------------|------|--------|----------------------|--------|
|          | 1      | 03/05/2013 | RQS  | 00001  |                      |        |

**CC:**

**Signed:** \_\_\_\_\_  
 M Driver  
 Chief, Administrative Services  
 Branch



### 6. Field Engineer's Daily Report Form

|  |   |
|--|---|
| <p>California High Speed Rail Authority</p>  | <p><b>DAILY REPORT</b><br/><b>No. TST12-001.00001</b></p> |
| <p><b>Contract Day No. 350</b></p>   |   |

|                                       |                     |            |             |
|---------------------------------------|---------------------|------------|-------------|
| COMPANY: Parsons Transportation Group | DATE: 03/05/2013    |            |             |
| REPORT PERIOD: Daily                  | DAY: Tuesday        |            |             |
| CONTRACT: Test Contract               | SHIFT: 06:30AM      |            |             |
| TEMPERATURE: 60 - 70                  | PRECIPITATION: None | SKY: Clear | WIND: 00-10 |

**ACTIVITY**  
Contractor worked on underground structures at STA 485+00 and excavated using backhoe on the 27th Avenue Bridge location....

**SCHEDULE**

**EQUIPMENT**

| Description | Source | Units | Type | Work Area | Remarks                      |
|-------------|--------|-------|------|-----------|------------------------------|
| Backhoe     | PTG    | EA    |      |           | Backhoe used to excavate.... |

**FIELD FORCE LABOR**

| Category       | Source | Supv. | Frmn. | Jrny. | Appr. | Work Area | Remarks               |
|----------------|--------|-------|-------|-------|-------|-----------|-----------------------|
| Laborer        | PTG    | 1     | 1     | 4     | 2     |           | Work continued at.... |
| <b>Totals:</b> |        | 1     | 1     | 4     | 2     |           |                       |

**VISITORS**

| Time    | Company | Visitor Name | Remarks  |
|---------|---------|--------------|--|
| 10:30AM | CNN     | John Doe     | John Doe visited site to interview random craft for documentary to be aired on CHSR Train. |

**MATERIALS DELIVERED**

| Time   | Material Name | Quantity | Location     | Ticket No | Description | Remarks                                     |
|--------|---------------|----------|--------------|-----------|-------------|---|
| 2:00PM |               | 50.000   | Andrews Ave. | 134343    | Description | Material was received and stockpiled at.... |

Prepared by: Tom Baron  
Parsons Transportation Group

Reviewed by: Gustavo Martinez, CCE  
Parsons Brinckerhoff, Inc.

Date: 03/05/2013

Date: 03/08/2013



**7. Issue Detail Form and Log**  
**a. Issue Detail Form**

| California High Speed Rail  |      |     |                |        |           |   |        |                             |  | Test Project        |  |                  |
|---|------|-----|----------------|--------|-----------|---|--------|-----------------------------|--|---------------------|--|------------------|
|  |      |     |                |        |           |   |        |                             |  | <b>Issue Detail</b> |  | Date: 05/22/2013 |
|   |      |     |                |        |           |   |        |                             |  | Documents by Date   |  | Page: 1 of 1     |
| Issue Name: UG-XYZ  |      |     | Ball In Court: |        |           | Issue Title: U/G Gas Pipe Interference With Structure XYZ |        |                             |  |                     |  |                  |
| Issue Number: 00003   |      |     | Status: OPN    |        |           | Date Opened: 05/21/2013                                   |        | Date Closed:                |  |                     |  |                  |
| Date  | Type | To  | From           |        | Number    | Linked  | Status | Description                 |  |                     |  |                  |
| 04/01/2013  | RFI  | ACE | CCK            | MCC    | HLH 00006 | 05/21/2013  | NEW    | Structure XYZ U/G Interfere |  |                     |  |                  |
| 04/09/2013  | CC   | MCC | MDD            | CAHSRA | JM 00001  | 05/21/2013  | APP    | HSR00-00 Inc Structure at G |  |                     |  |                  |
| 04/10/2013  | CM   |     |                |        | 00011     | 05/21/2013  | NEW    | Construction of CP 74       |  |                     |  |                  |



**b. Issue Log**

| California High Speed Rail  |               |   | Test Project |            |                  |                 |        |
|---|---------------|---|--------------|------------|------------------|-----------------|--------|
|  |               | <b>Issue Log</b>                            |              |            | Date: 05/22/2013 |                 |        |
|   |               | By Number                                   |              |            | Page: 1 of 1     |                 |        |
| Number  | Ball In Court | Title                                       | Issue        | Opened     | Closed           | Change Involved | Status |
| 00001   |               | BD  | 0001         | 02/28/2013 |                  | Y               | NEW    |
| 00002   |               | Test Issue - CMS                            | 3020.1       | 04/05/2013 |                  | Y               | NEW    |
| 00003   |               | UG Gas Pipe Interference With Structure XYX | UG-XYZ       | 05/21/2013 |                  | N               | OPN    |



**8. Meeting Minutes Form and Log**  
**a. Meeting Minutes Form**

|   |  |
|---|--|
| <p><b>Project Management Team (PMT)</b></p>  <p>770 L Street<br/>                 Suite 700<br/>                 Sacramento, CA 95184</p> | <p><b>MEETING MINUTES</b></p> <p><b>No. PC007</b><br/> <b>Phone:</b> 916-567-2500<br/> <b>Fax:</b></p> |
|---|--|

|   |   |
|---|---|
| <p><b>PROJECT TITLE:</b> CHSR Program wide Tasks<br/> <b>LOCATION:</b> 7th Floor Conf. Room</p> | <p><b>MEETING DATE:</b> 02/26/2013<br/> <b>SUBJECT:</b> Project Controls Coordination Meeting</p> |
|---|---|

| DID ATTEND | INITIALS | ATTENDEE NAME         | COMPANY NAME                  | PHONE        |
|------------|----------|-----------------------|-------------------------------|--------------|
| N          | AJD      | Alexander J. Doyle    | Project Management Team (PMT) | 916-384-9526 |
| Y          | ANT      | Angeline Tan, CRM     | Project Management Team (PMT) | 914-402-0596 |
| N          | CJD      | Cenda J. Denoux       | Project Management Team (PMT) | 225-906-1345 |
| Y          | CJW      | Christopher Wightman  | Project Management Team (PMT) | 415-243-4602 |
| Y          | DCS      | D. Curt Sloan         | Project Management Team (PMT) | 303-390-5920 |
| Y          | DJW      | Danielle J. Wermund   | Project Management Team (PMT) | 916-403-2674 |
| N          | DGA      | David G. Anderson     | Project Management Team (PMT) | 916-384-9531 |
| Y          | GAF      | Glenn A. Fothergill   | Project Management Team (PMT) | 916-384-1468 |
| Y          | GAH      | Glenn A. Helmich      | Project Management Team (PMT) | 617-960-5033 |
| Y          | GAM      | Gustavo Martinez, CCE | Project Management Team (PMT) | 305-261-4785 |
| Y          | JOA      | John Austin           | Project Management Team (PMT) | 415-264-1880 |
| Y          | KAS      | Karen Stewart         | Project Management Team (PMT) | 925-785-1393 |
| Y          | KLS      | Kathy L. Smith        | Project Management Team (PMT) | 916-384-0568 |
| Y          | MIT      | Marion J. Townsend    | Project Management Team (PMT) | 916-403-6942 |
| Y          | PKP      | Patricia K. Pulver    | Project Management Team (PMT) | 916-403-6938 |
| Y          | RDS      | Richard D. Smith, PE  | Project Management Team (PMT) | 415-243-4771 |
| Y          | RN       | Robert Norman         | Project Management Team (PMT) | 617-960-5047 |
| Y          | SWP      | Samuel W. Paravitana  | Project Management Team (PMT) | 916-403-0555 |
| N          | TJL      | Ted J. Lebida         | Project Management Team (PMT) | 813-520-4378 |
| Y          | TIR      | Thomas I. Ross, CCC   | Project Management Team (PMT) | 916-567-2500 |

| ITEM    | DESCRIPTION  | STATUS | STARTED    | DUE | BALL IN COURT |
|---------|--|--------|------------|-----|---------------|
| SAF     | SAFETY   | OPN    |            |     |               |
| 003-001 | SAFETY MOMENT - 26FEB13 Repetitive Strain Injury by Kathy Smith and Traffic Safety by Glenn Helmich. Chris Wightman to do next week's safety topic.  | OPN    | 01/29/2013 |     | PB TIR        |
| PMIS    | PMIS   | OPN    |            |     |               |
| 002-001 | IMPLEMENT IT BUSINESS CASE:<br>-----<br>19FEB13 – The next brown bag lunch topic is the PMIS. Focus will be on SharePoint since that will affect the majority of users. Tom R. to get local P6 client version installed on our user computers. Correct database has been uploaded and viewable via the web version.<br>----- | OPN    | 01/15/2013 |     | PB GAH        |



**PROJECT TITLE:** CHSR Programwide Tasks

**MEETING DATE:** 02/26/2013

**LOCATION:** 7th Floor Conf. Room

**SUBJECT:** Project Controls Coordination Meeting

|         |  |     |            |    |     |
|---------|--|-----|------------|----|-----|
|         | <p>26FEB13 – ProjectSolve has been evaluated for content. Need to complete business analysis and design the move to SharePoint. Others need to define what will be kept and moved. The actual move will happen quickly but the tagging of files to make them useful will take a while. Draft of the migration tool should be ready this week which will map out what and how the files will be moved. Anticipate testing the tool next week. Angeline T. is developing hierarchal file structure. Also need to develop the generic dashboard everyone will see when logging on. Links to other programs in use and location of the source documents in ProjectSolve will be included on the splash page.</p> |     |            |    |     |
| 001-027 | ENVIRONMENTAL COMPLIANCE SYSTEM (EMMA):  | OPN | 01/15/2013 | PB | PKP |
|         | <p>19FEB13 – EMMA presentation using SharePoint was done on 18FEB13 for the environmental team. Trish P. to find out if Karl Fielding liked the system or still has concerns. IT team will be on site next week for more detailed meetings.</p>  |     |            |    |     |
|         | <p>26FEB13 – Emily Hatch is meeting with the Environmental PMT this week to move forward developing EMMA. CP1 will need tools to track submittals first and direct data entry will eventually be needed. Focus will be on the submittals first. Karl Fielding likes the proposed system.</p>   |     |            |    |     |
| 006-003 | EARNED VALUE DATABASE - 19FEB13 – Glenn F. to stop using the Access database for earned value. Upload to SharePoint is a slow process. The Authority's system will continue to get worse due to limited bandwidth. Teri Z. is accessing the situation but no likely resolution to bandwidth restriction until after PB's contract is renewed.  | OPN | 02/19/2013 | PB | GAF |
|         | <p>26FEB13 – Glenn F. uploaded data to both EV and SharePoint databases. SharePoint is very slow and an accurate report cannot be done due to missing data. Emily Hatch to meet with Marion T. and Glenn F. on missing information. For now the access database will be used for the report. Glenn F. to test upload speed while working in San Francisco.</p>   |     |            |    |     |
| 007-003 | PERSONAL REQUEST FORM (PRF) PROCESS INTEGRATION FOR SHAREPOINT - 26FEB13 – Chris W. meeting with the Authority on issue. Noted that this is out of AWP scope and could be considered a CTA project.  | NEW | 02/26/2013 | PB | CJW |
| SCH     | SCHEDULING   | OPN |            |    |     |
| 004-002 | JANUARY 2013 MONTHLY SCHEDULE UPDATE:  | OPN | 02/04/2013 | PB | AJD |
|         | <p>19FEB13 –Dave A. still trying to get updates from various managers. Terry Marcellus still needs to decide what combination will be put out for contract for CP2 thru 4. Teri Zink to be cc'd on all requests because she is good at following up on issues.</p>   |     |            |    |     |
|         | <p>26FEB13 – Item not discussed.</p>   |     |            |    |     |



**PROJECT TITLE:** CHSR Programwide Tasks**MEETING DATE:** 02/26/2013**LOCATION:** 7th Floor Conf. Room**SUBJECT:** Project Controls Coordination Meeting

|         |   |     |            |    |     |
|---------|---|-----|------------|----|-----|
| 001-015 | EMS/ROD DATE REVISIONS INTEGRATED INTO PROGRAM SCHEDULE:<br>-----<br>19FEB13 – Directed to publish Authority approved ROD dates. All schedules to be marked as "draft". Need to readdress strategy on who gets the monthly internal update information. Detailed discussions will need to be done at a later time. Tom R. to ask Jon Tapping and Noel Berry how we address the risk of forecasted schedule, recovery and negative impact to the program.<br>-----<br>26FEB13 – Tom R. still needs to ask Jon Tapping and Noel Berry how we address the risk of forecasted schedule, recovery and negative impact to the program. Gustavo M. and Glenn H. to send Tom R. any information they may have on building schedule contingency. ARRA grant requires a schedule plan to manage unallocated contingency and project reserves. Bob N., Gustavo M. and Tom R. to discuss tracking as an subset of the project budget or outside the budget. | OPN | 09/19/2012 | PB | PKP |
| 001-022 | INTERFACING WITH PCM PROCEDURE:<br>-----<br>19FEB13 – Jim V. issued latest revision for review and comment. Detail review of the change management section still needs to be done. Tom R. and Gustavo M. to discuss matter off line.<br>-----<br>26FEB13 – Need to define processes for the PCM/DB document management. Tom R. and Jim Voglino to finalize files for use. Jim V. is redrafting manual. Tom R. and Gustavo M. to talk with Jim V. about adding detail to new draft being prepared.   | OPN | 01/08/2013 | PB | TIR |
| 001-023 | DB SCHEDULE METHODOLOGY:<br>-----<br>19FEB13 – Issue part of PCM procedure. Need to look at schedule section in detail. Sam P. and Alex D. to do a detailed review this week.<br>-----<br>26FEB13 – Sam P. reviewed and provided comments on procedure manual. Alex D., Tom R., Gustavo M. and Sam P. to discuss WBS structure on 28FEB13. The Authority may believe that the PMT is responsible to manage the schedule for CP1 since the PCM only has a half-time scheduler the Authority negotiated. PMT agrees that the PCM needs more oversight in the scheduling and other areas of CP1. In addition, more help will be needed if claims arise.  | OPN | 01/15/2013 | PB | AJD |
| 006-001 | ESTIMATING CHANGES IN PCM PROCEDURE -<br>19FEB13 – Estimating changes not very detailed in the procedure. Tom R. to send procedure to Dick S., John A. and Karen S. for their review and comments. Estimating needs to include information on negotiating the change also.<br>-----<br>26FEB13 – Dick S. still needs to see procedure for review. Tom R. to send out procedure this week.   | OPN | 02/19/2013 | PB | RDS |
| EST     | ESTIMATING  | OPN |            |    |     |



**PROJECT TITLE:** CHSR Programwide Tasks

**MEETING DATE:** 02/26/2013

**LOCATION:** 7th Floor Conf. Room

**SUBJECT:** Project Controls Coordination Meeting

|         |   |     |            |            |    |     |
|---------|---|-----|------------|------------|----|-----|
| 001-026 | PROCESS FOR CP2 THROUGH CP4 BID PACKAGES:   | OPN | 01/15/2013 |            | PB | RDS |
|         | <p>19FEB13 – Still waiting on the Authority to designate the preferred alignment.</p> <p>26FEB13 – Still waiting on the Authority to go to the Board with the preferred alignment. The RC is producing revised quantities. Design products will be designated to be consistent with CP1.</p>  |     |            |            |    |     |
| 003-003 | ENGINEERS ESTIMATE REVIEW:  | OPN | 01/15/2013 | 02/28/2013 | PB | TIR |
|         | <p>19FEB13 – Still planning to present estimate next week.</p> <p>26FEB13 – Tom R. and Dick S. to meet on 27FEB13 to discuss issue. Dick S. also working on estimate for the 'wye'. Anticipate getting quantities from Parsons on 25MAR13. Bakersfield to Palmdale section has several scenarios they want priced. One plan to move the line to miss the existing wind farm is 3 times the amount in the Business Plan.</p>   |     |            |            |    |     |
| 003-004 | CP5 ESTIMATE:   | OPN | 01/29/2013 |            | PB | CJW |
|         | <p>19FEB13 – John Chirco wrote a change order for track but it will take several weeks to get it finalized and approved. There is no impact on CP1 but there will be changes to CP2-4. The baseline design in CP2-4 will change.</p> <p>26FEB13 – Waiting on John Chirco to provide change order. Chris W. to follow up with John C.</p>  |     |            |            |    |     |
| CC      | COST CONTROL  | OPN |            |            |    |     |
| 001-002 | POPULATE COMMITTED CONTRACTS MODULE IN CONTRACT MANAGEMENT SOFTWARE   | OPN |            |            | PB | RN  |
|         | <p>19FEB13 – The Authority needs to define how they will be handling contracts. Currently the process is very convoluted. PMT needs to define who will be entering and maintaining contracts in the Contract Management program.</p> <p>26FEB13 – Still need the Authority to define how they will be handling contracts if PMT is to track their status. Tom R. will meet with the Authority on this issue.</p>  |     |            |            |    |     |
| 002-002 | POPULATE EXPENDITURE MODULE IN CONTRACT MANAGEMENT SOFTWARE:  | OPN | 01/18/2013 |            | PB | TIR |
|         | <p>19FEB13 – Proposal included cost loaded milestones within the schedule. The DB decides how many milestones to include. These will be assigned a standard FRA cost code which will be updated in the Payment Requisition module in Contract Management. Tom R. and Gustavo M. to revisit cost codes to be used for CP1 to make sure they are still applicable. Also need to look at how the Authority will report costs for reimbursement from FRA.</p> <p>26FEB13 – What we know from the EV database has been</p> |     |            |            |    |     |



**PROJECT TITLE:** CHSR Programwide Tasks

**MEETING DATE:** 02/26/2013

**LOCATION:** 7th Floor Conf. Room

**SUBJECT:** Project Controls Coordination Meeting

|         |  |     |            |        |
|---------|--|-----|------------|--------|
|         | entered. EV database is what has been invoiced but not what has been paid. The Authority wants what is paid to date tracked. Need to have further discussions with the Authority on this issue.  |     |            |        |
| CHG     | CHANGE MANAGEMENT  | OPN |            |        |
| 001-008 | CONTINGENCY MANAGEMENT PLAN:<br>19FEB13 – Sent out 12FEB13 for review and comments. Marion to follow up with everyone that comments are due by Friday, 22FEB13.<br>26FEB13 – No comments except from Gustavo M. has been received. Marion T. to send out a reminder to all others to get their comments submitted. Contingency Management Plan as is does address the ARRA requirements. Tom R. drafting some preliminary flow diagrams for discussion.  | OPN | PB         | TIR    |
| 001-009 | PROGRAM LEVEL CHANGE PLAN (CONFIGURATION CHANGE MGMT):<br>19FEB13 – Presentation done 14FEB13 by Chris W. to Project Controls group. Chris W. to circulate plan outside Project Controls group for review and comment.<br>26FEB13 – Finalized draft. Chris W. and Tom R. need to determine who to circulate to next.   | OPN | 11/27/2012 | PB CJW |
| 001-010 | PROJECT LEVEL CHANGES FOR CONTRACT PACKAGES:<br>19FEB13 – Item not discussed.<br>26FEB13 – Tom R. to meet with Jim Voglino on issue.   | OPN | 11/27/2012 | PB TIR |
| 001-020 | TREND REPORT FROM CONTRACT MANAGEMENT:<br>19FEB13 – Item not discussed.<br>26FEB13 – Need to understand how information will be input before a report can be generated. Develop a flowchart/ladder on how to use CMS. Also need to assign cost code(s) to make the trend meaningful.   | OPN |            | PB RDS |
| 001-021 | CONSTRUCTION CHANGE MANAGEMENT APPROVAL PROCESS AND DELEGATION OF AUTHORITY:<br>19FEB13 – Tom R. to meet with Frank Vacca. The Authority plans to assign a Project Manager (PM) to each construction project. Frank V. has approval authority of \$5M. After that threshold it needs to go to the board. All "large" changes require the Authority PM to get signoff and approval. No definition what "large" is yet.<br>26FEB13 – Tom R. and Frank Vacca met last week to discuss issue. Anything over \$5M must go to the Board for decision. A new Executive Committee is being formed to | OPN |            | PB CJW |



**PROJECT TITLE:** CHSR Programwide Tasks

**MEETING DATE:** 02/26/2013

**LOCATION:** 7th Floor Conf. Room

**SUBJECT:** Project Controls Coordination Meeting

|         |   |     |            |            |    |     |
|---------|---|-----|------------|------------|----|-----|
|         | deal with issues that need resolution. The CPI Task Force meeting will continue after bid evaluations are done.   |     |            |            |    |     |
| REP     | REPORTING   | OPN |            |            |    |     |
| 001-005 | SB 1029 PROJECT REPORT:<br>-----<br>19FEB13 – Matt Robinson (Authority) is taking over the completion of the SB1029 submittal. Tom R. to look at how the Authority is handling expenditures. Tom R. and Marion T. still working on schedules to be included in report pending Brent Felker's approval.<br>-----<br>26FEB13 – PMT has finalized their portion of the SB1029 report. Item is complete.  | CLO | 10/29/2012 | 03/01/2013 | PB | MIT |
| 003-002 | DECEMBER 2012 MONTHLY PROGRAM REPORT:<br>-----<br>19FEB13 – Final draft has been circulated. Waiting on comments from Teri Zink.<br>-----<br>26FEB13 – Final Draft has been complete and waiting on comments.   | OPN | 01/29/2013 |            | PB | GAF |
| 006-002 | JANUARY 2013 MONTHLY INVOICE REPORT -<br>19FEB13 – Started January Invoice report. Glenn F. will start on the narrative first. Tom R., Teri Z. and Brent F. to review time scales for feedback.<br>-----<br>26FEB13 – All information has been received but still waiting on January invoice to be completed. Anticipate having invoice by early next week.   | OPN | 02/19/2013 |            | PB | GAF |
| 007-002 | JANUARY 2013 MONTHLY PROGRAM REPORT -<br>26FEB13 – Glenn F. and Marion T. to start on report ASAP.  | NEW | 02/26/2013 |            | PB | GAF |
| 007-001 | FRA BRIEFING ON CP1 PRE-CONSTRUCTION ITEMS -NEW<br>26FEB13 – Another report is due to the FRA on 01MAR13. A simplified schedule has been requested.   | NEW | 02/25/2013 | 03/01/2013 | PB | TIR |
| AWP     | AWP - ANNUAL WORK PLAN  | OPN |            |            |    |     |
| 001-011 | CLOSE-OUT OF FY11-12 AWP:<br>-----<br>19FEB13 – Tom R. and Chris W. to talk to Richard. No new invoices received so PB invoice can be accepted and final.<br>-----<br>26FEB13 – Item not discussed.   | OPN | 11/27/2012 |            | PB | FSJ |
| 003-005 | AWP VERSION 4.0:<br>-----<br>19FEB13 – Plan close to being submitted. Tom R. to send Dick S. link to comments for his review. Need to revisit areas for accuracy. Glenn F. questions whether we change things for the short time after the AWP finally gets approved or convert before approval is received since we will be operating according to the new plan. Tom R. indicated we need to change as soon as the plan has been submitted.<br>----- | OPN | 01/29/2013 |            | PB | TIR |



**PROJECT TITLE:** CHSR Programwide Tasks

**MEETING DATE:** 02/26/2013

**LOCATION:** 7th Floor Conf. Room

**SUBJECT:** Project Controls Coordination Meeting

|         |  |     |            |    |     |
|---------|--|-----|------------|----|-----|
|         | 26FEB13 – Tom R. to get to this item this week. Tom R. and Dick S. to meet on 28FEB13 to discuss.  |     |            |    |     |
| DOC     | DOCUMENT CONTROL   | OPN |            |    |     |
| 002-004 | RECORDS MANAGEMENT SHAREPOINT SITE -   | OPN | 01/22/2013 | PB | GAH |
|         | 19FEB13 – Procedure for migration is still being developed. Curt Sloan is working on migration procedure. Tom R. to talk with Curt S. on timeline of plan development.   |     |            |    |     |
|         | 26FEB13 – Item not discussed.  |     |            |    |     |
| 004-001 | PROCESS AND PROCEDURES - Need to publish where process and procedures are stored. Coordinate with the Authority to keep the most up to date files centrally located.   | OPN | 02/05/2013 | PB | KLS |
|         | 19FEB13 – Tom R. and Kathy S. need to review what has been done to date. Process and procedures were written by various authors.   |     |            |    |     |
|         | 26FEB13 – Item not discussed.  |     |            |    |     |
| 006-004 | SHAREPOINT DOCUMENT LINKS - 19FEB13 – SharePoint address will be different so all links to documents need to be updated from the old address. Danielle W. working on updating these links. Estimating group to use ProjectSolve for now and then will transfer over to SharePoint. Migration will happen in groups from ProjectSolve to SharePoint. Training will be done just before the move. Angeline T. working on taxonomy for folder structure in SharePoint. It will be similar to ProjectSolve but not as many levels to drill down. | OPN | 02/19/2013 | PB | DJW |
|         | 26FEB13 – Danielle W. continues work on updating links to from old addresses.  |     |            |    |     |

**Prepared By:** Project Management Team (PMT)

**Signed:** \_\_\_\_\_  
Thomas I. Ross, CCC

**Dated:** 03/04/2013

Primavera ©



## b. Meeting Minutes Log

| California High Speed Rail  |                            | CHSR Programwide Tasks |                  |
|---|----------------------------|------------------------|------------------|
|  | <b>Meeting Minutes Log</b> |                        | Date: 05/20/2013 |
|   | By Date                    |                        | Page: 1 of 1     |

| Date       | Time    | Number | Location             | Subject                                    |
|------------|---------|--------|----------------------|--|
| 01/15/2013 | 9:00 AM | PC001  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 01/22/2013 | 9:00 AM | PC002  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 01/29/2013 | 9:00 AM | PC003  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 02/05/2013 | 9:00 AM | PC004  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 02/12/2013 | 9:00 AM | PC005  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 02/19/2013 | 9:00 AM | PC006  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 02/26/2013 | 9:00 AM | PC007  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 03/05/2013 | 9:00 AM | PC008  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 03/12/2013 | 9:00 AM | PC009  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 03/19/2013 | 9:00 AM | PC010  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 03/21/2013 | 2:00 PM | TFD 11 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 03/26/2013 | 9:00 AM | PC011  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 03/28/2013 | 2:00 PM | TFD 12 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 04/02/2013 | 9:00 AM | PC012  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 04/04/2013 | 2:00 PM | TFD 13 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 04/09/2013 | 9:00 AM | PC013  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 04/11/2013 | 2:00 PM | TFD 14 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 04/16/2013 | 9:00 AM | PC014  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 04/18/2013 | 2:00 PM | TFD 15 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 04/23/2013 | 9:00 AM | PC015  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 04/25/2013 | 2:00 PM | TFD 16 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 04/30/2013 | 9:00 AM | PC016  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 05/02/2013 | 2:00 PM | TFD 17 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 05/07/2013 | 9:00 AM | PC017  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 05/09/2013 | 2:00 PM | TFD 18 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |
| 05/14/2013 | 9:00 AM | PC018  | 7th Floor Conf. Room | Project Controls Coordination Meeting      |
| 05/16/2013 | 2:00 PM | TFD 19 | 7th Floor Conference | Project Controls SS CRM Task Force Meeting |



## 9. Non-Conformance/Non-Compliance Report Form and Log

### a. Non-Conformance Report

#### California High-Speed Rail



#### NON-CONFORMANCE REPORT

No. HSR00-00.00001

DATE: 03/08/2013

**PROJECT:** Test Project  
**TITLE:** Backfill Density Tests

**TO:** Clark C. Kent  
ACE Construction Management, Inc.  
123 Center Street  
Gotham City, SI 99999  
Phone: 777-777-7777  
Fax: 888-888-8888

**FROM:** Mary D. Doe  
Mammoth Construction Company  
123 2nd Avenue  
Suite 0.75  
Nowhere City  
**Phone:**  
**Fax:**  
**STARTED:** 03/01/2013  
**COMPLETED:** 03/31/2013

**DESCRIPTION OF NON-CONFORMANCE:** Action by Date: 03/15/2013

**Payment Milestone:** 12345678901234567890  
Backfill at Last Avenue failed density tests.

**RECOMMENDED CORRECTIVE ACTION:** Date Responded: 03/08/2013

Fill will be removed, replaced and recompact as needed. Density tests will be performed again.

#### APPROVAL OF CORRECTIVE ACTION AND CLOSE-OUT OF NCR:

##### NCR Approved By:

**Signed:** \_\_\_\_\_  
Preparer of NCR  
Mammoth Construction Company  
**Date:** 03/08/2013

**Signed:** \_\_\_\_\_  
Approver of NCR  
Mammoth Construction Company  
**Date:** 03/09/2013

##### NCR Corrective Action Verified By:

**Signed:** \_\_\_\_\_  
Corrective Action Prep  
ACE Construction Management, Inc.  
**Date:** 03/11/2013

**Signed:** \_\_\_\_\_  
Corrective Action Appr  
ACE Construction Management, Inc.  
**Date:** 03/12/2013



**b. Non-Conformance Report Log**

|   |  |
|---|--|
| <b>California High Speed Rail</b>   | <b>Test for Projectwide Reporting</b>            |
|  | <b>Non-Conformance Report Log</b><br>By Contract |
|   | Date: 03/11/2013<br>Page: 1 of 1                 |

| Type | To | From | Number | Title | Issue | Status | Date | Completed | Responded | Required | Cost |
|------|----|------|--------|-------|-------|--------|------|-----------|-----------|----------|------|
|------|----|------|--------|-------|-------|--------|------|-----------|-----------|----------|------|

| To:   | Contract No.:  |
|---|--|
| CON To: Manyclaims Construction Company               | Contract No.: HSR00-00                                 |
| NCR ACE MCC 00001 Backf. Density Tests                | NEW 03/08/2013 03/31/2013 03/22/2013 03/15/2013 \$0.00 |
| NCR ACE MCC 00002 Unacceptable Anchor Bolt Clearances | NEW 03/05/2013 03/31/2013 03/16/2013 03/16/2013 \$0.00 |



**10. PCM Monthly Reports**  
**a. PCM's Monthly Project Status Report-sample**

# CP 1 STATUS REPORT

**Construction Package 1**  
**Contract No. HSR 13-06**

**Reporting Period:**  
**May 21, 2014-June 15, 2014**



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014  
Contract: HSR 13-06



**Table of Contents**

- I. General ..... 2
- II. Key Dates..... 2
- III. Safety..... 2
- IV. Environmental and Permits..... 3
  - A. Outstanding Permits ..... 4
  - B. Acquired Permits..... 4
  - C. Required Environmental Plans..... 4
- V. Verification, Validation & Self-Certification ..... 4
- VI. 3<sup>rd</sup> Party and Utility Agreements..... 4
  - A. Executed Agreements ..... 5
  - B. Outstanding Agreements..... 5
- VII. Schedule ..... 6
- VIII. Design..... 7
- IX. Field Pre-Construction Activity Photographs ..... 8
- X. Project Financial Status ..... 8
- XI. Right-of-Way ..... 9
- XII. Pending Changes Summary..... 11
- XIII. Executed Changes Summary ..... 12
- XIV. Significant Contractual Correspondences..... 12



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014

Contract: HSR 13-06

**I. General**

Please note that the data date for this report has changed. The reporting period now closes on the 15<sup>th</sup> of the month to allow for report production by the 20<sup>th</sup>.

**II. Key Dates**

|                                     |                   |
|-------------------------------------|-------------------|
| <b>RFQ</b>                          | November 15, 2011 |
| <b>SOQ</b>                          | December 19, 2011 |
| <b>RFP</b>                          | March 22, 2012    |
| <b>Proposal</b>                     | January 18, 2013  |
| <b>Bid Opening</b>                  | April 13, 2013    |
| <b>Contract Award</b>               | August 16, 2013   |
| <b>NTP 1</b>                        | October 15, 2013  |
| <b>NTP 2</b>                        | November 22, 2013 |
| <b>NTP 3</b>                        | (Future)          |
| <b>Work Start</b>                   | October 15, 2013  |
| <b>Original Contract Completion</b> | January 31, 2018  |
| <b>Current Contract Completion</b>  | January 31, 2018  |

**III. Safety**

Zero incidents of recordable injury or illness occurred during this period. The Injury Rates are:

| Month | Quarter | YTD | PTD |
|-------|---------|-----|-----|
| 0     | 0       | 0   | 0   |

Site visits continue to observe the work performed by TPZP in the field. Current work consists of Geotechnical Investigation to determine the soil conditions along the Right-Of-Way (ROW), potholing to determine the exact location and depth of underground utilities, and determining the actual depth of utility manhole structures (AKA "Dipping"). Additionally, hazardous materials remediation has started at one parcel with four additional parcels scheduled to be remediated within this period. Demolition of structures on these parcels will commence once the remediation has been completed and the parcels are certified as clean by the remediation subcontractor. As the hazardous materials remediation is funded by



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014

Contract: HSR 13-06



a contract provisional sum, PCM is meeting with TPZP to review each hazardous material task order agreement prior to execution.

No serious corrective action items were observed.

TPZP continues to use City approved traffic control plans at all work locations in or on the shoulder of active roadways.

TPZP submitted a general remediation plan which was approved by the Authority. Five (5) site/parcel-specific remediation plans were submitted and were approved with comments. The PCM Team met with TPZP to review the comments. PCM and TPZP senior management are meeting to negotiate remediation costs prior to finalization of the remediation task orders.

TPZP provided a preview copy of their general structure demolition plan for review and comments. The PCM Team met with TPZP to review PCM comments made prior to formal submittal in an effort to speed the review process. TPZP will make adjustments to the general demolition plan and formally submit the plan for review and approval. Subsequent to this TPZP will then submit to the Authority site-specific plans for each parcel with structures to be demolished for review and approval.

#### IV. Environmental and Permits

The Master Streambed Alteration Agreement 1600 Subnotification application for geotechnical exploration in Cottonwood Creek and Fresno River will be submitted to the CDFW on June 16, 2014.

The PCM and PMT met with TPZP on May 28, 2014, to continue discussions regarding the scope of work for Directive Letter No. 00004 (pre-construction condition assessments for historic buildings), for which a revised Change Order Proposal (COP) has not yet been received from TPZP.

The disagreement over the contractual status of the Final Environmental Documents, including the Archaeological Treatment Plan (ATP) and Built Environment Treatment Plan (BETP) has been elevated.

TPZP attended training for the Environmental Mitigation Management & Assessment (EMMA) program on June 11, 2014. To date, only one TPZP staff has requested a user account.

CDFW provided approvals for Designated Biologists under the project 2081 Incidental Take Permit on June 2, 2014. The CDFW did not approve any biologists for San Joaquin kit fox. Additional qualifications specific to San Joaquin kit fox will be submitted to the CDFW on June 16, 2014 for reevaluation.

TPZP provided three re-examination packages: Fresno River Viaduct Value Engineering, Fresno Load Test Pile Temporary Construction Easement, and Golden State Boulevard Construction Staging area. The PCM continues to work with TPZP to ensure these packages are complete, and with PMT/Authority staff to improve review timelines for re-examinations.

The PCM will meet with TPZP on June 19, 2014 to discuss responsibilities and cost impacts from the new Governmental Approvals received in March 2014.



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014

Contract: HSR 13-06

**A. Outstanding Permits**

- Central Valley Flood Protection Board Encroachment Permit/Clean Water Act Section 408 Permit for the Fresno River
  - The complete permit package was sent by FedEx to the Central Valley Flood Protection Board on April 18th.
- The San Joaquin Valley Air Pollution Control District Voluntary Emissions Reduction Agreement (VERA) is still pending, however this does not hold up construction.

**B. Acquired Permits**

- The National Pollutant Discharge Elimination System (NPDES) Construction General Permit has been acquired. TPZP continues to update our SMARTS information.

**C. Required Environmental Plans**

- The Environmental Management Plan (EMP) has not yet been resubmitted.
- San Joaquin Kit Fox Den Replacement Plan was submitted to California Department of Fish and Wildlife (CDFW) on June 2, 2014. Awaiting their response.
- Weed Management Plan review comments were returned to TPZP. This plan requires review and approval from the State Water Resources Control Board.
- Restoration and Revegetation Plan comments were returned to TPZP. This plan requires review and approval from the U.S. Fish and Wildlife Service.
- The Biological Resources Management Plan is anticipated to be submitted by TPZP on or before June 26, 2014. This plan requires review and approval from the State Water Resources Control Board.

**V. Verification, Validation & Self-Certification**

TPZP provided the Authority a license for the IBM Rational DOORS requirements management tool that is capable of reading TPZP's monthly RM Tool Database.

The Contractor Reliability, Availability and Maintainability Plan (CRMP) was approved.

The Independent Checking Engineer/ Independent Site Engineer Assessment Plan underwent a Joint Review Team (JRT) Comment Resolution and a new plan was submitted for Authority review and approval the week of June 16th, 2014.

**VI. 3<sup>rd</sup> Party and Utility Agreements**

Negotiation of key 3<sup>rd</sup> Party agreements continues to lag anticipated agreement dates and presents a potential risk to the project schedule.



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014  
 Contract: HSR 13-06



**A. Executed Agreements**

| Number      | 3 <sup>rd</sup> Party      | Type                                    | Date      |
|-------------|----------------------------|---|-----------|
| HSR 13-78   | AT&T                       | Master Agreement                        | 2/27/2014 |
| HSR 10-35   | Caltrans                   | Cooperative Agreement                   | 1/24/2013 |
| HSR 12-05   | City of Fresno             | ROW Agreement                           | 6/27/2013 |
| HSR 12-62   | Comcast                    | Master Agreement                        | 3/26/2014 |
| HSR 13-79   | Comcast                    | Utility Agreement                       | 4/7/2014  |
| HSR 13-54   | County of Fresno           | Master Agreement                        | 10/1/2013 |
| HSR 11-31   | County of Fresno           | Utility Relocation                      | 4/9/2013  |
| HSR 12-52   | County of Madera           | Master Agreement                        | 7/1/2013  |
| HSR 11-35   | County of Madera           | Reimbursement Agreement                 | 5/30/2012 |
| HSR 13-41   | Fresno Irrigation District | Master Agreement                        | 7/10/2013 |
| HSR 11-32   | Fresno Irrigation District | Reimbursement Agreement                 | 3/7/2013  |
| HSR 12-54   | FMFCD                      | Master Agreement                        | 2/14/2013 |
| HSR 11-33-1 | FMFCD                      | Utility Agreement                       | 7/10/2013 |
| HSR 13-77   | Kinder Morgan              | Master Agreement                        | 3/14/2014 |
| HSR 12-42   | Level 3                    | Master Agreement                        | 5/15/2014 |
| HSR 11-36   | Madera Irrigation District | Utility Agreement                       | 5/11/2012 |
| HSR 12-53   | Madera Irrigation District | Master Agreement                        | 3/1/2013  |
| HSR 13-52   | PG&E                       | Master Agreement                        | 4/29/2014 |
| HSR 12-48   | Time Warner Telecom        | Master Agreement                        | 6/1/2013  |
| HSR 11-25   | Union Pacific Railroad     | Reimbursement Agreement                 | 6/6/2012  |
| HSR 13-76   | Union Pacific Railroad     | Insurance and Indemnification Agreement | 12/4/2013 |
| 272047      | Union Pacific Railroad     | Right of Entry                          | 5/19/2014 |

**B. Outstanding Agreements**

The Master Agreement with PG&E was signed, however negotiations on the Utility Agreement to separate the design elements from construction elements are on-going.

| 3 <sup>rd</sup> Party        | Agreement Type               | Anticipated Date (Approx.) |
|------------------------------|------------------------------|----------------------------|
| Burlington Northern Santa Fe | Purchase and Sales Agreement | 10/1/2014                  |
| Burlington Northern Santa Fe | Overpass Agreement           | TBD                        |



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014

Contract: HSR 13-06



| 3 <sup>rd</sup> Party        | Agreement Type                              | Anticipated Date (Approx.) |
|------------------------------|---|----------------------------|
| Burlington Northern Santa Fe | Right-of-Entry, Invasive                    | 9/1/2014                   |
| Burlington Northern Santa Fe | Engineer Construction Maintenance           | TBD                        |
| Caltrans                     | Interagency & Independent Quality Assurance | TBD                        |
| Caltrans                     | Master Agreement                            | TBD                        |
| Century Link Communications  | Master Agreement                            | 7/1/2014                   |
| Century Link Communications  | Reimbursement Agreement                     | TBD                        |
| City of Fresno               | ROW Transfer                                | TBD                        |
| City of Fresno               | Master Agreement – Utility                  | TBD                        |
| City of Fresno               | Master Agreement – Road                     | TBD                        |
| City of Fresno               | Three Party – Utility                       | TBD                        |
| County of Fresno             | ROW Transfer                                | TBD                        |
| County of Madera             | ROW Transfer                                | TBD                        |
| PG&E                         | Utility Agreement                           | 8/1/2014                   |
| San Joaquin Valley Railroad  | Master Agreement                            | 9/1/2014                   |
| San Joaquin Valley Railroad  | Engineering Construction Maintenance        | 9/1/2014                   |
| San Joaquin Valley Railroad  | Purchase and Sales                          | 9/1/2014                   |
| Sprint                       | Master Agreement                            | 8/15/2014                  |
| Union Pacific Railroad       | Engineering Construction Maintenance        | 7/31/2014                  |
| Union Pacific Railroad       | Purchase and Sales                          | 9/1/2014                   |
| Union Pacific Railroad       | Overpass                                    | TBD                        |
| Verizon                      | Master Agreement                            | 8/15/2014                  |
| Verizon                      | Utility Agreement                           | 8/15/2014                  |

**VII. Schedule**

Approval of TPZP's baseline schedule was issued on May 12, 2014. TPZP is currently preparing a re-baseline schedule to incorporate known delays to 3<sup>rd</sup> Party Agreements and Right-of-Way acquisitions. Upon receipt of the re-baseline, PCM and the Authority will meet with TPZP to evaluate the effects and make adjustments to mitigate the impacts.



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014

Contract: HSR 13-06



- The number of contract days the current schedule is forecasting = 1402 Calendar Days (as of 3/31/14), showing completion on January 31, 2018.
- The current contract completion is the number of contract days including change orders = 1569 calendar days, which corresponds to January 31, 2018.

**VIII. Design**

The following PCM design activities occurred during the reporting period:

- Conducted a series of review meetings for Cottonwood Creek Bridge Type Selection Report (TSR), the last meeting on June 12 resolved most of the outstanding issues. The final TSR should be ready to submitted within a week.
- Provided comments to TPZP's draft plan for Early Start of Construction. TPZP continues to fine tune the plan and will resubmit in the near future.
- Resolved review comments from FRA with TPZP for Fresno River Viaduct, HSR Bridge at Tulare, HSR Bridge at Ventura and at Fresno Street.
- Participated in bi-weekly Structures Task Force meetings on May 28 and on June 11.
- Participated in TPZP's Interface Coordination and Design Coordination Workshop on June 10.

The following PCM design activities are ongoing:

- Finalizing the review of TPZP's Final Design and Code Analysis report. SONO is anticipated by June 20.
- TPZP is in the process of addressing comments and resubmitting the five (5) Design Variance Requests. Additional DVRs are anticipated to be submitted by June 20.
- After a series of reviews and comments resolution with PCM, TPZP will resubmit Type Selection Report for Fresno River Viaduct, HSR Bridge at Tulare, HSR Bridge at Ventura and at Fresno Street.
- The Authority, PCM, and TPZP will meet on June 18 to review TPZP's draft Design Baseline Report (DBR) resubmittal.



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014  
 Contract: HSR 13-06



**IX. Field Pre-Construction Activity Photographs**



View looking north at the pot-hole operation in the Belmont Circle on Belmont Avenue in Fresno



View looking north at pot-hole operation on Golden State north of McKinley Avenue in Fresno.



View looking north at Fresno River Viaduct test pile lay down area with silt fence to prevent run-off and designate work area. Survey lathe is approximate location of centerline of HSR.



View looking south at grading operation of TPZP's proposed yard location south of Herndon Avenue between Golden State Blvd and Highway 99.

**X. Project Financial Status**

Invoices #9 and #10 are received and are in-process. The below table summarizes project financials through invoice #8, which is the latest invoice to receive FRA approval.

|   |                  |
|---|------------------|
| Original Contract Amount:                 | \$1,022,988,000  |
| Executed Change Orders to Date:           | \$ 40,528        |
| Revised Contract Amount:                  | \$ 1,023,028,528 |
| FRA Approved Invoices Through Invoice #8: | \$ 54,451,940    |



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014  
 Contract: HSR 13-06



|                                     |               |
|-------------------------------------|---------------|
| Contract Balance:                   | \$968,576,588 |
| Total Retainage Through Invoice #8: | \$ 1,158,120  |

**XI. Right-of-Way**

Acquisition of project Right-of-Way continues to lag from the dates identified in Addendum 9 of the Contract and is anticipated to impact the project schedule.

Statistics per ROW Status Executive Summary Report dated 6/12/2014:

**HSR Segment CP1AB**

|                                   |            |
|-----------------------------------|------------|
| <b>Total ROW Parcels Required</b> | <b>385</b> |
|-----------------------------------|------------|

**Regular Parcels - Excluding DB Critical**

|  |     | Occupied | Unoccupied | Balance |
|--|-----|----------|------------|---------|
| <b>Special Parcels - No Appraisals</b> | 4   |          | 4          |         |
| Agreements Submitted:                  | 1   | 0        | 1          |         |
| Possession Granted:                    | 1   | 0        | 1          |         |
| Certified for Contractor:              | 1   | 0        | 1          |         |
| <b>Balance:</b>                        |     |          |            | 3       |
| <b>Parcels</b>                         | 284 | 86       | 198        |         |
| Appraisals / MAU's Complete:           | 252 | 83       | 169        |         |
| Just Compensation Approved:            | 215 | 74       | 141        |         |
| First Written Offers:                  | 205 | 70       | 135        |         |
| Parcels to Condemnation:               | 9   | 6        | 3          |         |
| Possession Pending:                    | 34  | 14       | 20         |         |
| Legal Possession:                      | 32  | 8        | 24         |         |
| Certified for Contractor:              | 27  | 3        | 24         |         |
| <b>Balance</b>                         |     |          |            | 257     |

**DB Critical Parcels - Priority 1**

|  |   | Occupied | Unoccupied | Balance |
|--|---|----------|------------|---------|
| <b>Special Parcels - No Appraisals</b> | 2 |          | 2          |         |
| Agreements Submitted:                  | 0 | 0        | 0          |         |
| Possession Granted:                    | 0 | 0        | 0          |         |
| Certified for Contractor:              | 0 | 0        | 0          |         |
| <b>Balance:</b>                        |   |          |            | 2       |



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014  
 Contract: HSR 13-06



| <b>Regular Parcels - Excluding DB Critical</b> |    | Occupied | Unoccupied | Balance |
|--|----|----------|------------|---------|
| <b>Parcels</b>                                 | 58 | 15       | 43         |         |
| Appraisals / MAU's Complete:                   | 58 | 15       | 43         |         |
| Just Compensation Approved:                    | 58 | 15       | 43         |         |
| First Written Offers:                          | 58 | 15       | 43         |         |
| Parcels to Condemnation:                       | 6  | 1        | 5          |         |
| Possession Pending:                            | 14 | 4        | 10         |         |
| Legal Possession:                              | 22 | 2        | 20         |         |
| Certified for Contractor:                      | 20 | 0        | 20         |         |
| <b>Balance:</b>                                |    |          |            | 38      |

| <b>Railroad Parcels - Excluding DB Critical</b> |    | Occupied | Unoccupied | Balance |
|---|----|----------|------------|---------|
| <b>Parcels</b>                                  | 21 | 0        | 21         |         |
| Appraisals / MAU's Complete:                    | 17 | 0        | 17         |         |
| Just Compensation Approved:                     | 16 | 0        | 16         |         |
| First Written Offers:                           | 16 | 0        | 16         |         |
| Parcels to Condemnation:                        | 0  | 0        | 0          |         |
| Possession Pending:                             | 0  | 0        | 0          |         |
| Legal Possession:                               | 0  | 0        | 0          |         |
| Certified for Contractor:                       | 0  | 0        | 0          |         |
| <b>Balance:</b>                                 |    |          |            | 21      |

| <b>Railroad Parcels - Priority 1</b> |    | Occupied | Unoccupied | Balance |
|--------------------------------------|----|----------|------------|---------|
| <b>Parcels</b>                       | 16 | 0        | 16         |         |
| Appraisals / MAU's Complete:         | 16 | 0        | 16         |         |
| Just Compensation Approved:          | 16 | 0        | 16         |         |
| First Written Offers:                | 16 | 0        | 16         |         |
| Parcels to Condemnation:             | 0  | 0        | 0          |         |
| Possession Pending:                  | 0  | 0        | 0          |         |
| Legal Possession:                    | 0  | 0        | 0          |         |
| Certified for Contractor:            | 0  | 0        | 0          |         |



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014

Contract: HSR 13-06



|                 |  |  |    |
|-----------------|--|--|----|
| <b>Balance:</b> |  |  | 16 |
|-----------------|--|--|----|

**SUMMARY**

|   |  |    |     |
|---|--|----|-----|
| PARCELS AVAILABLE TO CONTRACTOR (Certified):          |  | 48 |     |
| REMAINING PARCEL BALANCE:                             |  |    | 337 |
| Actual Parcels Turned Over to the Contractor for Use: |  | 46 |     |

**XII. Pending Changes Summary**

There are no Notice of Potential Claims to date.

| Title                                      | Scope of Work   | Reason for Change   | Origin          | Notes                              |
|--|---|---|-----------------|------------------------------------|
| Madera Overcrossings - Various             | Modifies roadway grade separations at Avenues 9, 12, and 13.  | The Authority and the County of Madera reached a settlement agreement, which resulted in scope changes from the RFP documents.                                  | CHSRA Initiated | In the Change Management System    |
| Golden State Boulevard Realignment         | Relocates Golden State Blvd. approximately 300 to 400 ft. west of the alignment shown in the RFP.         | This change reduces the number of buildings to be demolished and the number of businesses to be relocated in the subject area.                                  | CHSRA Initiated | In the Change Management System    |
| COF Design and Approval Process            | TPZP to follow City of Fresno's requirement to follow the standard City plan and permit review processes. | Required by City of Fresno to use Permit Process.   | CHSRA Initiated | DL#008                             |
| SP-20 Invoicing Change to Progress Payment | Change the basis of payment from Payment Milestones to an Earned Value system.                            | SP20 committed the Authority to implementing invoicing and payment provisions mutually acceptable to the Authority and TPZP and subject to the approval by FRA. | CHSRA Initiated | In review with CHSRA legal council |
| Archaeological Inventory                   | Reassignment of a portion of the Section 106 ATP scope from the Regional Consultant (RC) to TPZP.         | The ability to achieve Section 106 BETP compliance is likely to be improved if one party is responsible for implementation.                                     | CHSRA Initiated | DL# 00005                          |



**CHSRA – CP1 STATUS REPORT**

Reporting Period: May 21, 2014-June 15, 2014

Contract: HSR 13-06

**XIII. Executed Changes Summary**

| Change Order No. | Title                            | Date Executed | Amount   | Time (Cal. Days) |
|------------------|----------------------------------|---------------|----------|------------------|
| 001              | Addition of Copiers and Printers | 06/02/2014    | \$40,527 | 0                |

**XIV. Significant Contractual Correspondences**

| Date       | To    | Subject                                     | From  | Letter No.     |
|------------|-------|---|-------|----------------|
| 05/22/2014 | TPZP  | DL 00004 Authorization to Proceed           | CHSRA | PCM-TPZP-00184 |
| 05/23/2014 | TPZP  | ROW Acquisition Delay Notice No. 20         | CHSRA | PCM-TPZP-00188 |
| 06/11/2014 | TPZP  | Enviro Req Prior to FRV Test Pile           | CHSRA | PCM-TPZP-0193  |
| 06/09/2014 | TPZP  | FID Project Status, Delay                   | CHSRA | PCM-TPZP-00206 |
| 06/13/2014 | TPZP  | Sched. Revisions Associated with Agreements | CHSRA | PCM-TPZP-00217 |
| 05/21/2014 | CHSRA | Stop Work Notice                            | TPZP  | TPZP-PCM-00119 |
| 05/23/2014 | CHSRA | On-Site Key Personnel Response              | TPZP  | TPZP-PCM-00125 |
| 05/23/2014 | CHSRA | ROW Delay Notice Discrepancies              | TPZP  | TPZP-PCM-00126 |
| 05/27/2014 | CHSRA | STOP Work Notice                            | TPZP  | TPZP-PCM-00129 |



**b. Monthly Status Report with Key Indicators-sample**

|   |   | <b>Monthly Status Report No. MR-010</b><br><b>Construction Package 1</b>   | <b>Issue Date: 6/20/2014</b><br><b>Period: 05/20/2014 to 06/15/2014</b><br><b>Contract: HSR 13-06</b> |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
|--|---|--|---|---------------------------------|------------|-----------|------------|--------------------------------|-----------|--|-----------|---------------------|-----------|-------------------|-------------|-------------|------------|------------------|------------|------------------|------------|---------------------------|-----------|--------------------------|-----------|--|--|--------------------------|--|---------------------|----------------|----------------------|---------------|----------------------------------|------------------|---|-----------|---------------------------------|------------------|---------------------------------|----------------|----------------------------|------------------|------------------------------|-------------|--|-------------------------|---------------------------------------|----------------|-----------------------------------|---------------|--------------------------|------------------|-----------------------------|--------------|
| <b>Construction Manager:</b> Hugo Mejia<br>Design & Construction Manager   | <b>Project Director:</b> Ofelia P. Alcantara<br>Director of Design & Construction |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| <b>PCM:</b> Rick Stead<br>D-B Oversight Manager  | <b>Regional Director:</b> Diana Gomez<br>Central Valley Regional Director         |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| <b>Design-BUILDER:</b> TUTOR PERINI/ZACHRY/PARSONS JV  |   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| <table border="1"> <thead> <tr> <th colspan="2">Milestones</th> </tr> </thead> <tbody> <tr><td>RFQ Date:</td><td>11/15/2011</td></tr> <tr><td>SOQ Date:</td><td>12/19/2011</td></tr> <tr><td>RFP Date:</td><td>3/22/2012</td></tr> <tr><td>Proposal:</td><td>1/18/2013</td></tr> <tr><td>Bid Open Date:</td><td>4/13/2013</td></tr> <tr><td>Award Date:</td><td>8/16/2013</td></tr> <tr><td>NTP 1 Date:</td><td>10/15/2013</td></tr> <tr><td>NTP 2 Date:</td><td>11/22/2013</td></tr> <tr><td>Work Start Date:</td><td>10/15/2013</td></tr> <tr><td>Original Completion Date:</td><td>1/31/2018</td></tr> <tr><td>Current Completion Date:</td><td>1/31/2018</td></tr> </tbody> </table> |   | Milestones   |   | RFQ Date:                       | 11/15/2011 | SOQ Date: | 12/19/2011 | RFP Date:                      | 3/22/2012 | Proposal:  | 1/18/2013 | Bid Open Date:      | 4/13/2013 | Award Date:       | 8/16/2013   | NTP 1 Date: | 10/15/2013 | NTP 2 Date:      | 11/22/2013 | Work Start Date: | 10/15/2013 | Original Completion Date: | 1/31/2018 | Current Completion Date: | 1/31/2018 | <table border="1"> <thead> <tr> <th colspan="2">Project Financial Status</th> </tr> </thead> <tbody> <tr><td>a) Proposal Amount:</td><td>969,988,000.00</td></tr> <tr><td>b) Provisional Sums:</td><td>53,000,000.00</td></tr> <tr><td>c=a+b) Original Contract Amount:</td><td>1,022,988,000.00</td></tr> <tr><td>d) Executed Change Orders / Amendments to Date:</td><td>40,527.99</td></tr> <tr><td>e=c+d) Revised Contract Amount:</td><td>1,023,028,527.99</td></tr> <tr><td>f) Original Contingency Amount:</td><td>160,000,000.00</td></tr> <tr><td>g=e+f) Original Allotment:</td><td>1,182,988,000.00</td></tr> <tr><td>h) Contingency Adds/Deducts:</td><td>(40,527.99)</td></tr> <tr><td>i=g+h) <b>Current Allotment (NTE):</b></td><td><b>1,182,988,000.00</b></td></tr> <tr><td>j=i+h-d) Current Contingency Balance:</td><td>159,959,472.01</td></tr> <tr><td>k) FRA Approved Invoices to Date:</td><td>54,451,950.15</td></tr> <tr><td>l=i-k) Contract Balance:</td><td>1,131,978,243.37</td></tr> <tr><td>m) Total Retainage to Date:</td><td>1,369,079.34</td></tr> </tbody> </table> |  | Project Financial Status |  | a) Proposal Amount: | 969,988,000.00 | b) Provisional Sums: | 53,000,000.00 | c=a+b) Original Contract Amount: | 1,022,988,000.00 | d) Executed Change Orders / Amendments to Date: | 40,527.99 | e=c+d) Revised Contract Amount: | 1,023,028,527.99 | f) Original Contingency Amount: | 160,000,000.00 | g=e+f) Original Allotment: | 1,182,988,000.00 | h) Contingency Adds/Deducts: | (40,527.99) | i=g+h) <b>Current Allotment (NTE):</b> | <b>1,182,988,000.00</b> | j=i+h-d) Current Contingency Balance: | 159,959,472.01 | k) FRA Approved Invoices to Date: | 54,451,950.15 | l=i-k) Contract Balance: | 1,131,978,243.37 | m) Total Retainage to Date: | 1,369,079.34 |
| Milestones   |   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| RFQ Date:  | 11/15/2011  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| SOQ Date:  | 12/19/2011  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| RFP Date:  | 3/22/2012   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Proposal:  | 1/18/2013   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Bid Open Date:   | 4/13/2013   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Award Date:  | 8/16/2013   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| NTP 1 Date:  | 10/15/2013  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| NTP 2 Date:  | 11/22/2013  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Work Start Date:   | 10/15/2013  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Original Completion Date:  | 1/31/2018   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Current Completion Date:   | 1/31/2018   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Project Financial Status   |   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| a) Proposal Amount:  | 969,988,000.00  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| b) Provisional Sums:   | 53,000,000.00   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| c=a+b) Original Contract Amount:   | 1,022,988,000.00  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| d) Executed Change Orders / Amendments to Date:  | 40,527.99   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| e=c+d) Revised Contract Amount:  | 1,023,028,527.99  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| f) Original Contingency Amount:  | 160,000,000.00  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| g=e+f) Original Allotment:   | 1,182,988,000.00  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| h) Contingency Adds/Deducts:   | (40,527.99)   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| i=g+h) <b>Current Allotment (NTE):</b>   | <b>1,182,988,000.00</b>   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| j=i+h-d) Current Contingency Balance:  | 159,959,472.01  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| k) FRA Approved Invoices to Date:  | 54,451,950.15   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| l=i-k) Contract Balance:   | 1,131,978,243.37  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| m) Total Retainage to Date:  | 1,369,079.34  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| <table border="1"> <thead> <tr> <th colspan="2">Contract Time Status</th> </tr> </thead> <tbody> <tr><td>Original Contract Days:</td><td>1,569</td></tr> <tr><td>CO Days:</td><td>0</td></tr> <tr><td>Days Worked (thru 06/15/2014):</td><td>243</td></tr> </tbody> </table>   |   | Contract Time Status   |   | Original Contract Days:         | 1,569      | CO Days:  | 0          | Days Worked (thru 06/15/2014): | 243       | <table border="1"> <thead> <tr> <th colspan="2">Change Orders (COs)</th> </tr> </thead> <tbody> <tr><td>Adds:</td><td>1 40,527.99</td></tr> <tr><td>Deducts:</td><td>0 0.00</td></tr> <tr><td>Pending Changes:</td><td>6 Changes</td></tr> </tbody> </table> |           | Change Orders (COs) |           | Adds:             | 1 40,527.99 | Deducts:    | 0 0.00     | Pending Changes: | 6 Changes  |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Contract Time Status   |   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Original Contract Days:  | 1,569   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| CO Days:   | 0   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Days Worked (thru 06/15/2014):   | 243   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Change Orders (COs)  |   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Adds:  | 1 40,527.99   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Deducts:   | 0 0.00  |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Pending Changes:   | 6 Changes   |  |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
|  |   | <table border="1"> <thead> <tr> <th colspan="2">Expended to Date (Contract %'s)</th> <th colspan="2">Growth %</th> </tr> </thead> <tbody> <tr> <td>Time:</td> <td>14.9%</td> <td>% Time Growth:</td> <td>0.0%</td> </tr> <tr> <td>Dollars:</td> <td>5.0%</td> <td>% Dollars Growth:</td> <td>0.0%</td> </tr> </tbody> </table> |   | Expended to Date (Contract %'s) |            | Growth %  |            | Time:                          | 14.9%     | % Time Growth:   | 0.0%      | Dollars:            | 5.0%      | % Dollars Growth: | 0.0%        |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Expended to Date (Contract %'s)  |   | Growth %   |   |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Time:  | 14.9%   | % Time Growth:   | 0.0%  |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |
| Dollars:   | 5.0%  | % Dollars Growth:  | 0.0%  |                                 |            |           |            |                                |           |  |           |                     |           |                   |             |             |            |                  |            |                  |            |                           |           |                          |           |  |  |                          |  |                     |                |                      |               |                                  |                  |   |           |                                 |                  |                                 |                |                            |                  |                              |             |  |                         |                                       |                |                                   |               |                          |                  |                             |              |

**Major Scheduled Activities Planned**

- Start Demolition in CP1B
- Finalize Track Alignment (Part of Design Baseline Report)
- Finalize Typical Sections (Part of Design Baseline Report)
- Finalize Design Baseline Report
- Design Engineering for Utility Relocation
- 60% Design Engineering for Project Structures

**Key Topics**

- Forty Eight parcels have been certified out of a total 385 right of way parcels required for the project. Forty Six parcels have been transferred to the Contractor (As per ROW Status Executive Summary, Dated: 6/12/2014). The Authority continues to work with Contractor to identify parcels critical to the project. Parcel acquisition is behind the dates specified in the Right of Way Acquisition Plan and continues to be a schedule risk.
- Agreements have been executed with fourteen (14) 3<sup>rd</sup> parties, while agreements are still outstanding with eleven (11) 3<sup>rd</sup> parties. Please note that some 3<sup>rd</sup> parties require multiple agreements.

**Key Work Accomplished this Period**

- The Contractor continues to progress with geotechnical drilling and testing.
- The Contractor has made progress on the Design Baseline Report, and continues working with the City of Fresno on incorporating the City's design guidelines as they apply to structure aesthetics.



**Pending Changes**

| Title                              | Scope of Work   | Reason for Change  | Origin               | ROM Estimate/<br>Negotiated | Funded by<br>Contract<br>Contingency |
|------------------------------------|---|--|----------------------|-----------------------------|--------------------------------------|
| Madera Overcrossings - Various     | Modifies roadway grade separations at Avenues 9, 12, and 13.  | The Authority and the County of Madera reached a settlement agreement, which resulted in scope changes from the RFP documents.   | CHSRA Initiated      | \$315,500-\$525,000         | Y                                    |
| Built Environment Treatment Plan   | Reassign a portion of the Section 106 BETP scope from the Regional Consultant (RC) to the contractor. | The ability to achieve Section 106 BETP compliance is likely to be improved if one party is responsible for the implementation.  | CHSRA Initiated      | \$375,000-\$625,000         | Y                                    |
| Golden State Boulevard Realignment | Relocate Golden State Blvd. approximately 300 to 400 ft. west of the alignment shown in the RFP.      | This change reduces the number of buildings to be demolished and the number of businesses to be relocated in the subject area.   | CHSRA Initiated      | \$4,200,000-\$7,000,000     | Y                                    |
| Partnering Costs                   | Partnering workshops and surveys  | Per GP 50.3 the cost of partnering meetings will be invoiced to the Authority as a Change Order.                                 | Per Contract GP 50.3 | \$108,000 (Negotiated)      | Y                                    |
| IBM Rational DOORS                 | RM Doors software license, and support 4 years.   | The license specified in the Contract is incapable of reading, verifying the monthly RM tool database provided by DB Contractor. | CHSRA Initiated      | \$7,987 (Negotiated)        | Y                                    |
| Local/ Long Distance Phone Charge  | Local and long distance phone expenses  | Identified in the Contract Special Provisions to be paid by Authority  | Per Contract SP 5.0  | \$50,000-\$70,000           | Y                                    |



Issue Date: 6/20/14



# Finance and Audit Committee Performance Metrics Construction Package 1 Contract No. HSR 13-06



## PERFORMANCE METRICS

The following performance metrics for Construction Package 1, a design-build project, are intended to give the Authority's Board of Directors and other key stakeholders a high level overview of the performance of this project.

Safety is a top priority and listed first, followed by key metrics for cost, schedule, and quality, as all are fundamental metrics for the management of the project. In addition and in support of the business aspects of the project, three key metrics are included for economic benefits. The Authority's management team, both on the project site and at the headquarters in Sacramento, will also review other aspects of the project's performance. The Authority will track and monitor the trends of these performance metrics to proactively manage the project.





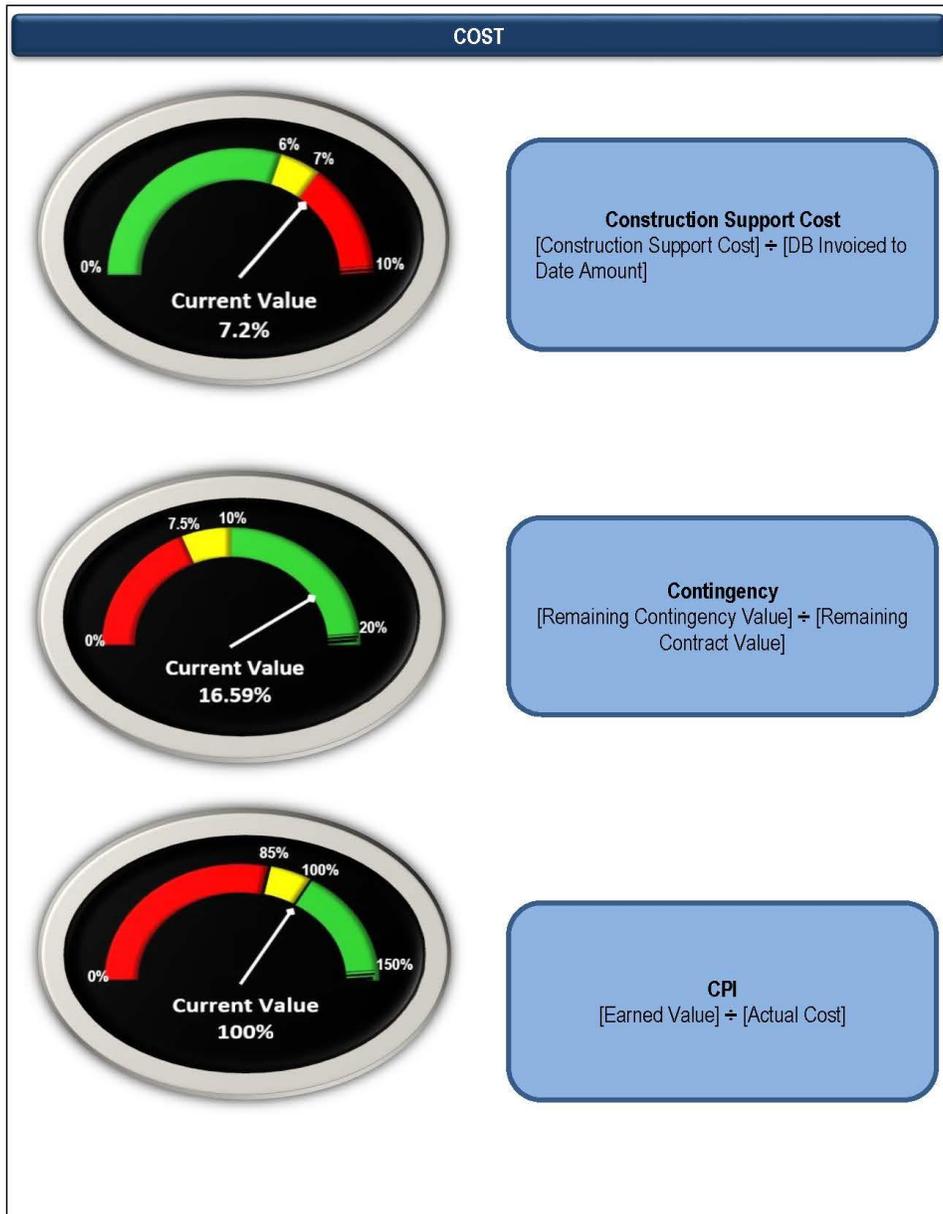
Construction Package 1

Performance Metrics



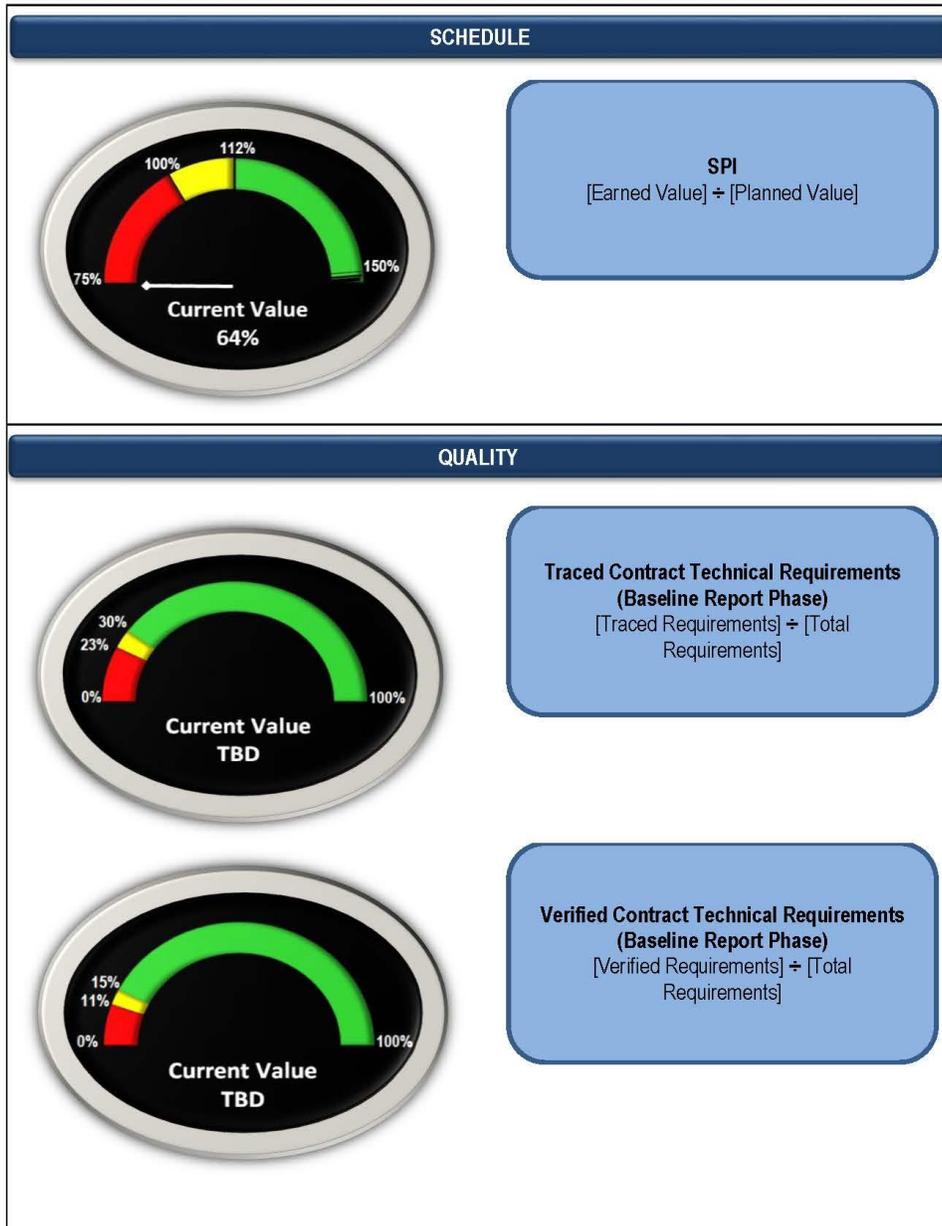


Construction Package 1



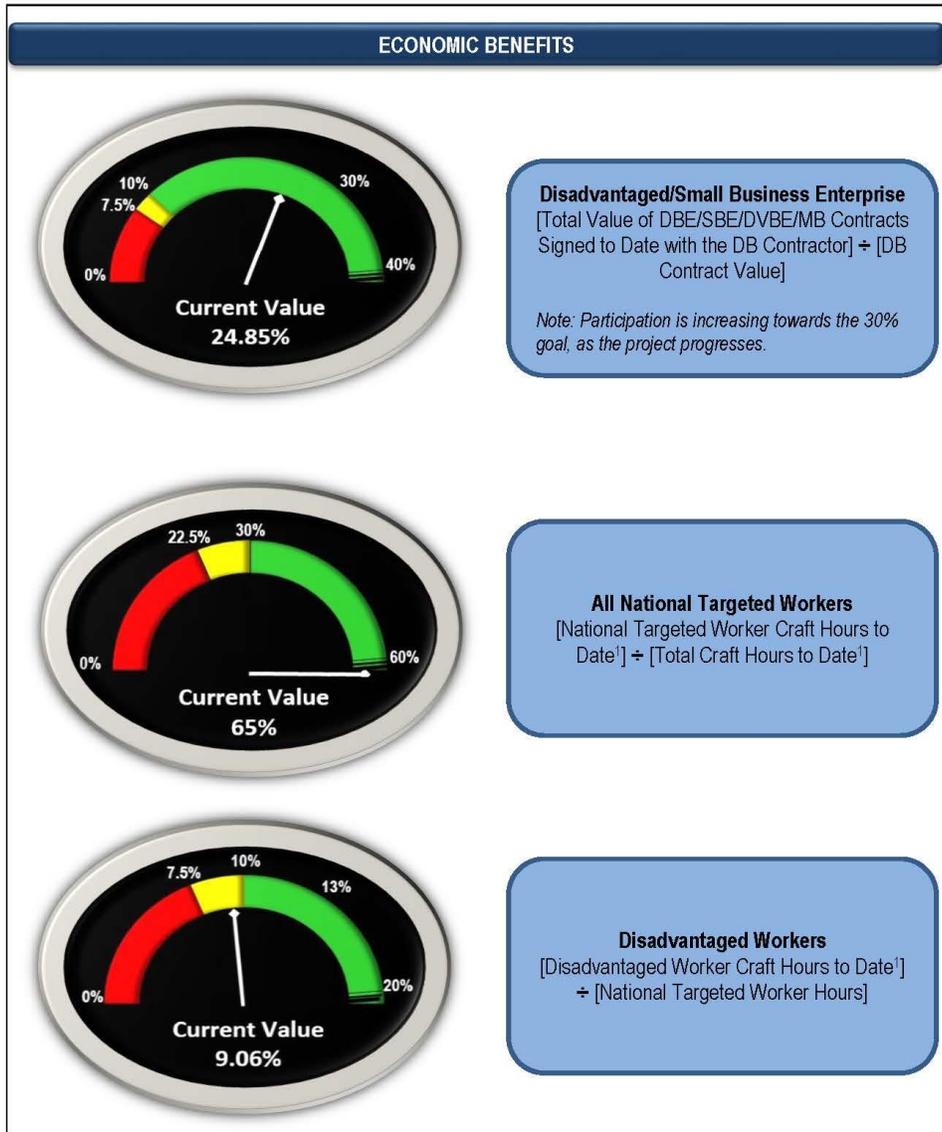


Construction Package 1





Construction Package 1



<sup>1</sup> Estimated Value





Construction Package 1

Performance Metrics – Explanatory Details

| Category       | Description   |
|----------------|---|
| <b>General</b> | <b>Data Period</b>  |
| Description    | The Performance Metrics represent the period of 10/15/2013 (Notice to Proceed) to 6/15/14.  |
| <b>Safety</b>  | <b>Authority Safety: Incident Rate of Recordable Injury or Illness</b>  |
| Description    | <ul style="list-style-type: none"> <li>The goal is to contain the incidence rate at <math>\leq 3.2</math>.</li> <li>Benchmark: The average incidence rate per the 2012 U.S. Bureau of Labor Statistics, U.S. Department of Labor for heavy and civil engineering construction is 3.2.</li> <li>Authority (CP01 Authority and Consultant on-site staff) has zero incidents of recordable injury or illness to date.</li> <li>The incidence rate represents the number of nonfatal occupational injuries and illnesses per 100 full-time workers and is calculated as: <math>(N/EH) \times 200,000</math>, where<br/>N = number of injuries and illnesses<br/>EH = total hours worked by all employees during the calendar year<br/>200,000 = base for 100 equivalent full-time workers (working 40 hours per week, 50 weeks per year)</li> </ul> |
| <b>Safety</b>  | <b>Contractor Safety: Incident Rate of Recordable Injury or Illness</b>   |
| Description    | <ul style="list-style-type: none"> <li>The goal is to contain the incidence rate at <math>\leq 3.2</math>.</li> <li>Benchmark: The average incidence rate per the 2012 U.S. Bureau of Labor Statistics, U.S. Department of Labor for heavy and civil engineering construction is 3.2.</li> <li>Design-Build Contractor (DB) has zero incidents of recordable injury or illness to date.</li> <li>The incidence rate represents the number of nonfatal occupational injuries and illnesses per 100 full-time workers and is calculated as: <math>(N/EH) \times 200,000</math>, where<br/>N = number of injuries and illnesses<br/>EH = total hours worked by all employees during the calendar year<br/>200,000 = base for 100 equivalent full-time workers (working 40 hours per week, 50 weeks per year)</li> </ul>                            |
| <b>Cost</b>    | <b>Construction Support Cost: <math>[\text{Construction Support Cost}] \div [\text{DB Invoiced to Date Amount}]</math></b>  |
| Description    | <ul style="list-style-type: none"> <li>The goal is to keep the support cost at <math>\leq 6\%</math>.</li> <li>Benchmark: Transit Cooperative Research Program (TCRP) Report 138 is an industry resource for understanding soft costs and was sponsored by the FTA. Construction Administration &amp; Management should be in the range of 5% to 6% of construction costs.</li> <li>The Construction Support Cost encompasses the Project &amp; Construction Management Team invoiced to date amount = \$4,249,041</li> <li>The DB Invoiced to Date Amount = \$58,671,140</li> </ul>  |





**Finance and Audit Committee  
Performance Metrics  
Explanatory Details**

**Issue Date:** 6/20/2014  
**Contract:** HSR 13-06

**Construction Package 1**

| <b>Cost</b>     | <b>Contingency:</b> $[\text{Remaining Contingency Value}] \div [\text{Remaining Contract Value}]$   |
|-----------------|---|
| Description     | <ul style="list-style-type: none"> <li>The goal is contain the contingency in the range of 10-20%.</li> <li>Benchmark: As per guidelines by Federal Transit Authority cost for contingency should be in the range of 10% to 20% of construction cost during the 15% - 30% Preliminary Design Report.</li> <li><i>(Note: The contingency percentage will be adjusted per FTA guidelines as design and construction move forward.)</i></li> <li>The Remaining Contingency = <math>[\text{Current Allocated Contingency Amount}] - [\text{Executed Change Orders}] = \\$ 159,959,472.00</math></li> <li>The Remaining Contract Value = <math>[\text{DB Contract Amount}] - [\text{FRA Approved Invoices to Date}] = \\$968,576,587.84</math></li> </ul>  |
| <b>Cost</b>     | <b>CPI (Cost Performance Index):</b> $\text{Earned Value (EV)} \div \text{Actual Cost (AC)}$  |
| Description     | <ul style="list-style-type: none"> <li>The goal is to achieve <math>\text{CPI} \geq 1</math>, which is same as <math>\geq 100\%</math> when expressed in percent.</li> <li>Benchmark: As per guidelines by PMI (Project Management Institute, World Wide) the CPI should be <math>\geq 1</math> or 100%. At a value of 100% the value earned is same as planned, and the project is right on cost.</li> <li><math>\text{EV} = \text{Percent Complete} \times \text{BAC (Budget at Completion)}</math></li> <li><math>\text{AC} = \text{Actual Costs Invoiced to Date}</math></li> <li>Due to the milestone payment system, the invoiced amount is the same as the amount planned to achieve the payment milestone = \$58,671,140.15, and hence the CPI is 1 or 100%</li> </ul>  |
| <b>Schedule</b> | <b>SPI (Schedule Performance Index) :</b> $\text{Earned Value (EV)} \div \text{Planned Value (PV)}$   |
| Description     | <ul style="list-style-type: none"> <li>The goal is to achieve <math>\text{SPI} \geq 1</math>, which is same as <math>\geq 100\%</math> when expressed in percent.</li> <li>Benchmark: As per guidelines by PMI (Project Management Institute, World Wide) the SPI should be <math>\geq 1</math> or 100%.</li> <li>At a value of 100% the Project is forecasted to complete on-time.</li> <li><math>\text{EV} = \text{The DB invoiced to Date Amount} = \\$58,671,140.15</math></li> <li><math>\text{PV} = \text{Planned Value}</math></li> <li>Planned Value in dollars to be spent to data date is extracted from approved baseline, which stands at \$91,440,160.65</li> <li><i>Note: The approved baseline is being revised to reflect changes in planned right-of-way and 3<sup>rd</sup> party agreement dates since bid time.</i></li> </ul> |
| <b>Quality</b>  | <b>Traced Technical Contract Requirements (Baseline Report Phase)</b>   |
| Description     | <ul style="list-style-type: none"> <li>The goal for the baseline report phase is <math>\geq 30\%</math>. This metric goal will change with each phase (i.e.: 60% Design, 90% Design, etc.).</li> <li>Benchmark: The goal is an estimate based upon the Project and Construction Management Team's prior experience.</li> <li>Traced Technical Requirements are contract requirements that have been apportioned to engineering disciplines and/or design elements, identified by the designer, and captured in the DOORS database for verification.</li> <li><i>Note: This is not an industry standard metric; however, the technical contract requirements are traced for determining the design's completeness.</i></li> </ul>  |

Issue Date: 6/20/2014

Page 6 of 7





**Finance and Audit Committee  
Performance Metrics  
Explanatory Details**

**Issue Date:** 6/20/2014  
**Contract:** HSR 13-06

**Construction Package 1**

| <b>Quality</b>           | <b>Verified Technical Contract Requirements (Baseline Report Phase)</b>  |
|--------------------------|--|
| Description              | <ul style="list-style-type: none"> <li>The goal for the baseline report phase is <math>\geq 15\%</math>. This metric goal will change with each phase (i.e.: 60% Design, 90% Design, etc.)</li> <li>Benchmark: The goal is an estimate based upon the Project and Construction Management Team's prior experience.</li> <li>Verified Technical Contract Requirements are requirements that are fully traced to the baseline design report. Upon being completely implemented, traced requirements will be verified complete by the Design-Builder and independently confirmed by the ICE/ISE (by examination and provision of objective evidence).</li> </ul> <p><i>Note: This is not an industry standard metric; however, the technical contract requirements are verified per the criteria above.</i></p> |
| <b>Economic Benefits</b> | <b>Disadvantaged/Small Business Enterprise:</b> $[\text{Total Value of DBE/SBE/DVBE/MB Contracts Signed to Date with the DB}] \div [\text{DB Contract Value}]$   |
| Description              | <ul style="list-style-type: none"> <li>The current goal is achieve <math>\geq 20\%</math></li> <li>Benchmark: As the project design is refined, the DB executes DBE/SBE/DVBE/MB subcontracts for specific portions of work. To date, the DB has not provided a schedule of when all of the DBE/SBE/DVBE/MB subcontracts will be signed. The Project and Construction Management Team set goals of 10% by 1/14, 20% by 4/14 and 30% by 7/14.</li> <li>DB has executed subcontracts with DBE/SBE/DVBE/MB firms totaling 24.84% of the DB Contract Amount.</li> <li>The DBE/SBE/DVBE/MB % goal will increase to 30% at the July 2014 reporting period.</li> </ul>   |
| <b>Economic Benefits</b> | <b>All National Targeted Workers:</b> $[\text{National Targeted Worker Craft Hours to Date}] \div [\text{Total Craft Hours to Date}]$  |
| Description              | <ul style="list-style-type: none"> <li>The goal is <math>\geq 30\%</math> as identified in the contract.</li> <li>Benchmark: The Community Benefits Agreement requires a minimum of 30% of all hours of Project Work shall be performed by National Targeted Workers. The data is officially reported quarterly and estimated monthly by the DB.</li> <li>DB has 2,870 National Targeted Worker craft hours to date.</li> <li>DB has 4,444 craft hours to date.</li> </ul>   |
| <b>Economic Benefits</b> | <b>Disadvantaged Workers:</b> $[\text{Disadvantaged Worker Craft Hours to Date}] \div [\text{National Targeted Worker Hours to Date}]$   |
| Description              | <ul style="list-style-type: none"> <li>The goal is <math>\geq 10\%</math> as identified in the contract.</li> <li>Benchmark: The Community Benefits Agreement requires a minimum of 10% of all National Targeted Worker hours shall be performed by Disadvantaged Workers. The data is officially reported quarterly and estimated monthly by the DB.</li> <li>DB has 260 Disadvantaged Worker craft hours to date.</li> <li>DB has 2870 National Targeted Worker hours to date.</li> </ul>  |



### 11. Permits Log

Environmental Milestone Schedule - Permits

| Section/Activity                     | ROD         |           |          |             |          |             |        |             |          |           | Section 7 Biological Assessment |           |          |                    |        |            |          |        |          |          | Section 7 Biological Opinion |        |          |        |        |  |  |  |  |  | Section 106 MOA |  |  |  |  |  |  |  |  |  | Section 106 FOF |  |  |  |  |  |  |  |  |  | Section 401 Submit to PMT for Review |  |  |  |  |  |  |  |  |  | Section 401 Submit to Agency |  |  |  |  |  |  |  |  |  | Section 404 Water Qty Cert Review |  |  |  |  |  |  |  |  |  | Section 404 Submit to PMT for Review |  |  |  |  |  |  |  |  |  | Section 404 Submit to Agency |  |  |  |  |  |  |  |  |  | CDFW 1602 Permit Review |  |  |  |  |  |  |  |  |  | CDFW 1602 Submit to Agency |  |  |  |  |  |  |  |  |  | CDFW 2081 Submit to Agency |  |  |  |  |  |  |  |  |  | Section 208.10/Section 408 Submit to PMT for Review |  |  |  |  |  |  |  |  |  | Section 208.10/Section 408 Submit to Agency |  |  |  |  |  |  |  |  |  | MSBP |  |  |  |  |  |  |  |  |  | Draft Compensatory Mitigation Plan |  |  |  |  |  |  |  |  |  | Final Compensatory Mitigation Plan |  |  |  |  |  |  |  |  |  |
|--------------------------------------|-------------|-----------|----------|-------------|----------|-------------|--------|-------------|----------|-----------|---------------------------------|-----------|----------|--------------------|--------|------------|----------|--------|----------|----------|------------------------------|--------|----------|--------|--------|--|--|--|--|--|-----------------|--|--|--|--|--|--|--|--|--|-----------------|--|--|--|--|--|--|--|--|--|--------------------------------------|--|--|--|--|--|--|--|--|--|------------------------------|--|--|--|--|--|--|--|--|--|-----------------------------------|--|--|--|--|--|--|--|--|--|--------------------------------------|--|--|--|--|--|--|--|--|--|------------------------------|--|--|--|--|--|--|--|--|--|-------------------------|--|--|--|--|--|--|--|--|--|----------------------------|--|--|--|--|--|--|--|--|--|----------------------------|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|------|--|--|--|--|--|--|--|--|--|------------------------------------|--|--|--|--|--|--|--|--|--|------------------------------------|--|--|--|--|--|--|--|--|--|
|                                      | Air Quality | Section 7 |          | Section 106 |          | Section 401 |        | Section 404 |          | CDFW 1602 |                                 | CDFW 2081 |          | Section 208.10/408 |        | Mitigation |          |        |          |          |                              |        |          |        |        |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| San Francisco - San Jose             | Jul-17      | May-17    | Jul-17   | Oct-16      | Mar-17   | Jul-16      | May-16 | Oct-15      | Oct-16   | Feb-17    | TBD                             | Dec-15    | Oct-17   | Oct-15             | Nov-15 | Jun-17     | Apr-17   | May-17 | Nov-17   | TBD      | TBD                          | TBD    | Oct-17   | Dec-16 | Sep-17 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| San Jose - Merced                    | Oct-16      | Jul-16    | Oct-16   | TBD         | TBD      | TBD         | TBD    | TBD         | TBD      | TBD       | TBD                             | TBD       | TBD      | TBD                | TBD    | TBD        | TBD      | TBD    | TBD      | TBD      | TBD                          | TBD    | TBD      | TBD    | TBD    |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| San Jose - Merced WYE                | May-14      | Mar-14    | May-14   | Dec-13      | May-14   | Apr-14      | Jan-14 | Nov-13      | Dec-13   | Mar-14    | May-13                          | Aug-13    | Aug-14   | Oct-13             | Nov-13 | Aug-14     | Jun-13   | Dec-13 | Jun-14   | Jun-13   | Jul-13                       | May-14 | Aug-14   | Jan-14 | Jul-14 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Merced - Fresno                      | Sep-12 A    | Apr-12 A  | Sep-12 A | Dec-11 A    | Sep-12 A | Aug-12 A    | Jun-13 | FEB-13 A    | Apr-13 A | Jun-13    | Jan-13 A                        | Jun-13    | FEB-13 A | Apr-13 A           | Jul-13 | Mar-13 A   | Mar-13 A | Jun-13 | Jan-13 A | Mar-13 A | Sep-13                       | Jun-13 | Mar-12 A | Jun-13 |        |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Fresno - Bakersfield                 | Jan-14      | Nov-13    | Jan-14   | Jul-12 A    | FEB-13 A | Dec-13      | Oct-13 | Sep-13      | Oct-13   | Feb-14    | Aug-13                          | Sep-13    | May-14   | Aug-13             | Oct-13 | Feb-14     | Mar-13 A | Jul-13 | Jan-14   | Jul-13   | Aug-13                       | Mar-14 | May-14   | Jul-13 | Apr-14 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Bakersfield - Palmdale               | Sep-15      | Jul-15    | Sep-15   | Apr-15      | Sep-15   | Mar-15      | Dec-14 | Sep-14      | Apr-15   | Jul-15    | TBD                             | Sep-14    | Jan-16   | Nov-14             | Apr-15 | Sep-15     | Feb-15   | Apr-15 | Jan-16   | Oct-14   | Nov-14                       | Aug-15 | Jan-16   | May-15 | Dec-15 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Palmdale - Los Angeles               | Apr-15      | Apr-15    | Apr-15   | Aug-14      | Jan-15   | Nov-14      | Sep-14 | Aug-14      | Sep-14   | Jan-15    | TBD                             | Jul-14    | Jun-15   | May-14             | Jun-14 | Mar-15     | Aug-14   | Sep-14 | Apr-15   | Aug-14   | Sep-14                       | Mar-15 | Jun-15   | Sep-14 | May-15 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Los Angeles - Anaheim                | May-16      | Feb-16    | May-16   | Nov-15      | May-16   | Jun-15      | Apr-15 | Jun-14      | Dec-15   | Apr-16    | TBD                             | Jul-14    | Aug-16   | May-14             | Jul-14 | Apr-16     | TBD      | TBD    | TBD      | TBD      | TBD                          | TBD    | Aug-16   | Nov-15 | Jul-16 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Los Angeles - San Diego <sup>2</sup> | Jul-19      | Jan-19    | Jul-19   | Jul-18      | Dec-18   | Jun-19      | Jun-19 | TBD         | TBD      | Mar-19    | TBD                             | TBD       | Oct-19   | TBD                | TBD    | Aug-19     | TBD      | TBD    | Dec-19   | TBD      | TBD                          | Nov-19 | Oct-19   | Jan-17 | Sep-19 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Merced - Sacramento <sup>2</sup>     | Mar-18      | May-18    | Mar-18   | TBD         | Jun-15   | May-17      | TBD    | TBD         | TBD      | Nov-17    | TBD                             | TBD       | Jun-18   | TBD                | TBD    | Apr-18     | TBD      | TBD    | Aug-18   | TBD      | TBD                          | Jul-18 | Jun-18   | Jan-17 | May-18 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |
| Altamont Corridor <sup>2</sup>       | Mar-19      | Oct-18    | Mar-19   | May-18      | Nov-18   | Not Avail.  | TBD    | TBD         | TBD      | Jan-19    | TBD                             | TBD       | Jun-19   | TBD                | TBD    | Apr-19     | TBD      | TBD    | Aug-19   | TBD      | TBD                          | Jul-19 | Jun-19   | May-18 | May-19 |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                                   |  |  |  |  |  |  |  |  |  |                                      |  |  |  |  |  |  |  |  |  |                              |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |                                    |  |  |  |  |  |  |  |  |  |

Blue text = Actual dates

Notes:

1. "Forecast" dates reflect what is currently shown in the RC schedules.
2. Select Milestones not available for Phase 2 Segments.

**DRAFT Prepared for March 2013\***

\* Schedule analysis as modified by information from preliminary engineering and estimates for alignments currently under study or in development. Limits of the work represent discrete possible alternatives and are subject to change due to environmental review, funding and final design. The enclosed schedule information reflects the most recent Authority approved Record of Decision (ROD) dates for various environmental sections of the CHSRP (California High Speed Rail Project).



*THIS PAGE IS INTENTIONALLY BLANK*

### 12. Photograph Form



**CP01**  
CP01 related pictures, graphics and media.

California 169

**Contract No.** 156  
**Contract Name:** Contract 156  
**Date Picture Taken:** 4/12/2011 7:52 AM  
**Name:** California 169



**Photo No.** 1  
**View:** E  
**Location:** Arnold, CA  
**Description:** This is the description of this picture  
**Taken By:** Danielle Wermund



### 13. Request for Information Form and Log a. Request for Information Form

|  |   |  |
|--|---|--|
| <b>California High Speed Rail Authority</b>  |   | <b>REQUEST FOR INFORMATION</b>                                       |
|   |   | <b>No. 00002</b>   |
| <b>TITLE:</b>  | Clarification on Use of CMS   | <b>DATE:</b> 03/05/2013  |
| <b>CONTRACT:</b>   | Test Contract   |  |
| <b>TO:</b>   | Attn: Dane A Hudson<br>Parsons Brinckerhoff, Inc.<br>770 L Street<br>Sacramento, CA 95814<br>Phone: 916-403-2685 Fax: | <b>STARTED:</b><br><b>COMPLETED:</b><br><b>NEED DATE:</b> 03/12/2013 |
| <b>FROM:</b>   | Mary D. Doe<br>Mammoth Construction Company<br>123 2nd Avenue<br>Suite 0.75<br>Nowhere City, CA<br>Phone: Fax:        |  |
| <b>Related Contract Documents:</b>   |   | Spec. Section: 01700 (Execution Requirements)                        |
| <u>Drawings:</u>   |   | <u>Issue (No.):</u>  |
| - TST1201.Y-001 (Bakersfield to Palmdale - Survey Control)   |   | - BD (00001)<br>- Test Issue - CMS (00002)                           |
| <b>REQUESTED INFORMATION:</b>  |   |  |
| Please provide detailed instructions on the use of Primavera Contract Management System (CMS).   |   |  |
| <b>Requested By:</b> Mammoth Construction Company  |   |  |
| <b>Signed:</b> _____   | <b>Date:</b> _____  | 03/05/2013   |
| Mary D. Doe  |   |  |
| <b>RESPONSE:</b>   |   |  |
| In accordance with Contract Provision XYZ, the Contractor is responsible for providing all required experienced personnel and User's Manuals. The applicable project procedures will be issued ten (10) days before NTP. |   |  |
| <b>Attached Files:</b>   |   |  |
| - Board Meeting Agenda - April 4, 2013<br>- GAO Gives High Marks Announcement  |   |  |

**Response Prepared By:**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Dane A Hudson PCM

**Response Approved By:**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Authority

Form: F\_RFL\_D5A



**b. Request for Information Log**

| California High Speed Rail Authority   |      |     |           |                             |   |            |            |        |        | Test Project                       |  |              |                   |
|--|------|-----|-----------|-----------------------------|---|------------|------------|--------|--------|------------------------------------|--|--------------|-------------------|
|                         |      |     |           |                             |   |            |            |        |        | <b>Request for Information Log</b> |  | <b>Date:</b> | <b>04/04/2013</b> |
|  |      |     |           |                             |   |            |            |        |        |                                    |  | <b>Page:</b> | <b>1 of 1</b>     |
| RFI Number   | From | To  | Issue No. | Title                       | Rec.  | Required   | Responded  | Status | BIC    | Days Open                          |  |              |                   |
| 00001  | HNTB | PB  |           | Clarification on Use of CMS | 03/05/2013  | 03/12/2013 | 03/05/2013 | NEW    | PB/ADH | 1                                  |  |              |                   |
| <b>Q:</b> Please provide detailed instructions on the use of CMS.  |      |     |           |                             | <b>A:</b> In accordance with Contract Provision X YZ, the Contractor is responsible for providing all required experienced personnel and User's Manuals. The applicable project procedures will be issued ten (10) days before NTP. |            |            |        |        |                                    |  |              |                   |
| 00002  | MCC  | PB  |           | Clarification on Use of CMS | 03/05/2013  | 03/12/2013 | 03/05/2013 | NEW    | PB/ADH | 1                                  |  |              |                   |
| <b>Q:</b> Please provide detailed instructions on the use of Primavera Contract Management System (CMS). |      |     |           |                             | <b>A:</b> In accordance with Contract Provision X YZ, the Contractor is responsible for providing all required experienced personnel and User's Manuals. The applicable project procedures will be issued ten (10) days before NTP. |            |            |        |        |                                    |  |              |                   |
| 00003  | MCC  | PB  |           | Test Link                   | 03/29/2013  | 04/05/2013 |            | CLO    | PB/TIR | 7                                  |  |              |                   |
| <b>Q:</b> Lets test linking a 2nd RFI from a previous RFI  |      |     |           |                             | <b>A:</b> OK  |            |            |        |        |                                    |  |              |                   |
| 00004  | MCC  | PB  |           | Test Link                   | 03/29/2013  | 04/05/2013 |            | NEW    | PB/TIR | 7                                  |  |              |                   |
| <b>Q:</b> Lets test linking a 2nd RFI from a previous RFI  |      |     |           |                             | <b>A:</b> OK  |            |            |        |        |                                    |  |              |                   |
| 00005  | PB   | ACE |           | RFI Title                   | 04/01/2013  | 04/08/2013 | 04/09/2013 | OPN    | /      | 9                                  |  |              |                   |
| <b>Q:</b> Enter the Question here  |      |     |           |                             | <b>A:</b> Populate the Answer here.   |            |            |        |        |                                    |  |              |                   |



**14. Submittal Transmittal Form and Log**  
**a. Submittal Transmittal Form**

|   |                              |                           |
|---|------------------------------|---------------------------|
| <b>California High Speed Rail Authority</b>                                       | <b>Submittal Transmittal</b> | <b>SUBMITTAL</b>          |
|  |                              | <b>HSR00-00</b>           |
|   |                              | <b>No. WXYZ</b>           |
|   |                              | <b>PACKAGE NO: 020000</b> |

|  |                                    |
|--|------------------------------------|
| <b>TITLE:</b> Proposed Baseline Schedule   | <b>REQUIRED START:</b> 03/06/2013  |
| <b>CONTRACT:</b> Construction of CP 74     | <b>REQUIRED FINISH:</b> 03/13/2013 |
| <b>DRAWING:</b> Proposed Baseline Schedule | <b>DAYS HELD:</b> 26               |
| <b>STATUS:</b> NEW                         | <b>DAYS ELAPSED:</b> 28            |
| <b>BIC:</b> MCC                            | <b>DAYS OVERDUE:</b> 20            |

| RECEIVED FROM | SENT TO           | RETURNED BY       | FORWARDED TO |
|---------------|-------------------|-------------------|--------------|
| MCC      MDD  | PB            ADH | PB            TIR | MCC      MDD |

| Revision |  | Drawing    |            |          |            |        |        |        |             |              |
|----------|--|------------|------------|----------|------------|--------|--------|--------|-------------|--------------|
| No.      | Description / Remarks  | Received   | Sent       | Returned | Forwarded  | Status | Sepias | Prints | Date        | Held Elapsed |
| 001      | Proposed Baseline Schedule<br>Initial submittal of the proposed baseline schedule including the D/B's proposed payment milestones. | 03/05/2013 | 03/06/2013 |          | 03/07/2013 | NEW    | 0      |        | 003/02/2013 | 0    2       |



**b. Submittal Log**

| California High Speed Rail Authority  |            |      |                                |        |            |            |              |            |            |            | Name of Project Goes Here |           |                         |
|---|------------|------|--------------------------------|--------|------------|------------|--------------|------------|------------|------------|---------------------------|-----------|-------------------------|
|  |            |      |                                |        |            |            |              |            |            |            | <b>Submittal Log</b>      |           | <b>Date:</b> 04/02/2013 |
|   |            |      |                                |        |            |            |              |            |            |            |                           |           | <b>Page:</b> 1 of 1     |
| Package   | Submittal  | Rev. | Title                          | Status | Required   |            | Latest Dates |            |            |            | BIC                       | Days Open |                         |
|   |            |      |                                |        | Start      | Finish     | Rev'd.       | Sent       | Return     | Forward    |                           |           |                         |
|   | 05B        | 001  | CM Report - Transmittal Sample | ADK    | 03/05/2013 | 03/12/2013 |              | 03/05/2013 | 03/06/2013 |            | PB                        | 0         |                         |
|   | 08A        | 001  | CM Report - NCR Form           | DIS    | 03/05/2013 | 03/12/2013 |              | 03/05/2013 | 03/06/2013 |            | PB                        | 0         |                         |
| 020000  | WXYZ       | 001  | Proposed Baseline Schedule     | NEW    | 03/06/2013 | 03/13/2013 | 03/05/2013   | 03/06/2013 |            | 03/07/2013 | MCC                       | 28        |                         |
| 030000  | 030000-001 | 001  | Dewatering Plan                | NEW    |            |            | 03/15/2013   | 03/18/2013 |            |            | HNTB                      | 18        |                         |
| 030000  | 030000-002 | 001  | Water Runoff Barriers          | NEW    | 03/20/2013 | 03/27/2013 | 03/20/2013   | 03/21/2013 |            |            | HNTB                      | 13        |                         |







**16. Task Order Proposal (TOP)****a. Task Order Proposal (TOP) for Provisional Sums**TOP No.: [Click here](#)**Tutor Perini**  **ZACHRY** | **PARSONS, A Joint Venture****TASK ORDER PROPOSAL (TOP) FOR PROVISIONAL SUMS**

**TITLE:** Building No. 101 Demolition                      **DATE:** 04/01/2013

**PROJECT:** CP-01    **CONTRACT NO:** HSR13-06

**FROM:** Tutor Perini / Zachry / Parsons JV  
15901 Golden Street  
Sylmar, CA 91342

**TO:** California High-Speed Rail Authority  
**ATTN:** Hugo Mejia  
1401 Fulton Street  
3<sup>rd</sup> Floor  
Fresno, CA 93721

**DESCRIPTION OF PROPOSED TASK ORDER:**

Identify the Contract specific Provisional Sum (e.g. Utility Provisional Sum) item from which payment will be made. Describe specifically what constitutes the proposed task order and related work scope required.

**REASON FOR TASK ORDER:**

Provide a concise explanation of why the proposed Task Order is necessary.

**SCHEDULE DETAILS:**

Provide narrative description of schedule and attach Schedule Subnet if required.

**COST IMPACTS:**

Provide narrative description of all related costs to perform the proposed Task Order work and attach the Contractor's cost proposal, back-up documents, and proposed payment items and amounts for each.

TOP Form-11-07-13-\_01\_FF  
Page 1 of 2

TOP No.: [Click here](#)

**Tutor Perini** | **ZACHRY** | **PARSONS, A Joint Venture**

**TASK ORDER PROPOSAL (TOP) FOR PROVISIONAL SUMS**

**Contractor’s Sworn Certification (per GP 17.4)**

By executing this Task Order Proposal for the Contractor below, the undersigned for the Contractor certifies, under penalty of perjury, as follows:

This Task Order Proposal is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event of matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Task Order Proposal is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor’s claim is falsely represented.

**Subcontractor’s Sworn Certification(s):**

Attached as [Click here to enter text](#). [indicate “none” if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Task Order Proposal in the form above.

TUTOR PERINI/ZACHRY/PARSONS, a JOINT VENTURE

|                      |                        |      |
|----------------------|------------------------|------|
| <b>Submitted by:</b> |                        |      |
| Signature            | (Print name and title) | Date |

**ATTACHMENTS:**

[Click here to enter text.](#)

|                                       |
|---------------------------------------|
| <b>PCM’s Recommendations/Comments</b> |
|                                       |

|                     |                        |      |
|---------------------|------------------------|------|
| <b>Reviewed by:</b> |                        |      |
| Signature           | (Print name and title) | Date |

|   |                        |      |
|---|------------------------|------|
| <b>California High-Speed Rail Authority</b> |                        |      |
| <b>Approved by:</b>                         |                        |      |
| Signature                                   | (Print name and title) | Date |

