

State Building and Construction Trades Council of California

ROBBIE HUNTER
PRESIDENT

J. TOM BACA
SECRETARY-TREASURER

Chartered by
BUILDING AND CONSTRUCTION TRADES
DEPARTMENT
AFL - CIO

February 5, 2013

Dan Richard, Chairman
California High Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Re: Community Benefits Agreement

Dear Chairman Richard:

I wish to respond to the many inaccuracies in the letter that you received on January 23, 2013, from the Associated Builders and Contractors of California ("ABC") about the Community Benefits Agreement that is included as Addendum 8 of the Authority's Request for Proposals.

As you know, the Community Benefits Agreement ("CBA") will provide a necessary framework for the many years of close cooperation between and among the Authority, design-build teams, contractors and subcontractors, and multiple labor organizations that will be essential to successful performance of the project work. Such a framework will enable contractors and subcontractors to perform the project work with a highly-skilled and streamlined workforce, while at the same time meeting the Authority's goals for employing local and disadvantaged workers and the Authority's goals for awarding contracts to small business enterprises.

Before turning to the many errors in the ABC letter, it bears emphasis that ABC is a far-right-wing political advocacy organization with a national agenda of attacking labor unions, not a true representative of the California construction industry. ABC's members in California include only about *three-tenths of one percent* of the State's licensed contractors. ABC's letter professes an interest in apprenticeship training, but in California about 95 percent of the construction apprentices in state-approved programs are indentured in apprenticeship programs jointly sponsored by labor unions and signatory contractors. The National Labor College recently analyzed ABC's operations and concluded that ABC is "an astro-turf political organization with a well-funded PR and lobbying machine, and a slight capacity for workforce development." A copy of the 2012 National Labor College report is enclosed for your information.

With this background in mind, I would like to respond specifically to the many inaccuracies in ABC's letter.



1. As the Authority knows, the ABC letter is wrong in claiming that the Community Benefits Agreement would exclude workers who are not union members from performing project work. The CBA does exactly the opposite; it forbids discrimination based on union membership. Section 5.1 provides that “the C/S/Es and Unions agree not to engage in any form of discrimination on the ground of . . . membership in a labor organization in hiring and dispatching workers for the project” and Section 6.2 provides that “[n]o employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the Project work.”

2. As the Authority also knows, the ABC letter is wrong in claiming that the CBA excludes contractors not otherwise signatory to labor agreements from performing project work. Again, the CBA explicitly provides exactly the opposite of what ABC claims. Section 3.2 provides that “the C/S/E will not be obligated to sign any local, area, or national collective bargaining agreement as a condition of performing work within the scope of this Agreement” and Section 13.4 provides that “[c]ontractors shall have the absolute right to award contracts or subcontracts for Project Work to any qualified contractor notwithstanding the existence of non-existence of any agreements between such contractor and any Union.”

3. The ABC letter also gets matters backwards in claiming that the Community Benefits Agreement will make it more difficult to achieve the Authority's goal of providing job opportunities for Nationally Targeted Workers. Rather, the CBA is essential to the achievement of that goal.

All five design-build teams bidding for the initial phase of project work are signatory to pre-existing labor agreements. Many of the other contractors performing project work also will be signatory to pre-existing labor agreements. The CBA supersedes the normal hiring hall provisions of those pre-existing labor agreements by requiring that qualified National Targeted Workers be given first preference for dispatch. Section 7.5.1 provides that “the Unions and the Contractors/Employers agree that so long as they possess the requisite skills and qualifications National Targeted Workers shall be first referred for Project work, including journeypersons and apprentices,” and Section 7.10 provides that “[w]hen National Targeted Workers are requested by a C/S/E, the Unions will refer such workers regardless of their place in the Union hiring halls’ list and normal referral procedures.”

The Los Angeles Unified School District (“LAUSD”) has used a Project Stabilization Agreement with similar hiring preferences to achieve great success with its “We Build” local hire program. That Project Stabilization Agreement covers about \$28 billion in bond-funded construction and renovation. The hard data shows that an average of about 38 percent of the hours worked has been performed by tradespersons who reside within the jurisdiction of the LAUSD and about 67 percent of all yearly hours worked have been performed by residents of

the County of Los Angeles. The utilization of local labor put billions of dollars back into the local communities. Data concerning the success of this local hire program is enclosed with this letter.

The ABC letter criticizes the provisions of the Community Benefits Agreement that provide for local union hiring halls to serve as the primary referral source for workers. But experience with other major construction programs, including the LAUSD's program, shows that the use of the local hiring halls to dispatch workers is the only reliable method of ensuring that local workers benefit from the jobs created. Absent such a requirement, some contractors would bring in entire crews of out-of-state workers.

4. The ABC letter is also wrong in claiming that the Community Benefits Agreement will deter small business participation. To the contrary, by allowing subcontracts to be awarded without regard to union status and providing all contractors with a ready source for skilled journeypersons and apprentices, the CBA serves as the basis for a successful small business outreach program. The LAUSD was able to use its Project Stabilization Agreement in conjunction with a Small Business Boot Camp to achieve huge successes in this area. From fiscal year 2003 to fiscal year 2010, \$3.7 billion (47%) of the total contracts awarded by LAUSD for work covered by the Project Stabilization Agreement were awarded to Small Business Enterprises. The latest figures for the LAUSD's program show that the total awards to Small Businesses Enterprises now exceed \$4.3 billion (48%). The relevant data is enclosed with this letter.

5. The ABC letter also asserts without any basis whatsoever that the Community Benefits Agreement will increase project costs. As you know, the project work already is covered by California's Prevailing Wage Law, so variations in wage-and-benefit expenses are not going to be the driver of project costs. The CBA provides the framework for performing the project work with the most streamlined and efficient workforce and without any delays due to labor disputes, which could significantly raise project costs on a project of this magnitude.

To that end, the CBA provides in Section 13.2 that "[t]here shall be no restrictions on the efficient use of manpower other than as may be required by safety regulations" and that "C/S/Es may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work." The CBA also contains procedures for settling all grievances and jurisdictional disputes through arbitration, and provides in Section 4.1 that "there shall be no strikes, work stoppages, slowdowns or other disruptive activity for any reason" by a union "and there shall be no lockout by the Contractor." Section 4.6 allows for immediate, expedited arbitration and huge fines if this provision is violated.

The ABC letter suggests that project costs will increase because contractors will refuse to bid for project work. But that certainly is not the experience under any

of the other project labor agreements covering major construction programs in California. More than one-third of the repeat contractors under the LAUSD's Project Stabilization Agreement have been non-union contractors. The San Diego Unified School District uses a project labor agreement for all its Proposition S projects, and the Los Angeles Community College District uses a project labor agreement for its Proposition A, AA and Measure E facilities. The San Francisco Public Utilities Commission is using a project labor agreement for its Hetch Hetchy Water System Improvement Program projects. These awarding bodies have not experienced or projected any shortage of bidders.

6. The ABC letter is also wrong to criticize the requirement in the Community Benefits Agreement that contractors request apprentices from the local joint labor-management apprenticeship programs. These joint programs are presently training 95 percent of the more than 50,000 apprentices who are indentured in construction apprenticeship programs approved by California's Division of Apprenticeship Standards. Because these programs are jointly sponsored by labor and management, they are designed to protect the welfare of the apprentices and to enable the apprentices to graduate from the programs and pursue long-term careers as journey-level workers.

By contrast, apprenticeship programs set up without any labor participation have never trained more than a tiny percentage of workers in California and they too often have served as vehicles for exploiting the apprentices. For example, I am enclosing a letter from ABC's Golden Gate Chapter that admits that the ABC chapter's Construction Craft Laborer apprenticeship program, in the entire time between the program's approval in 1995 and a state audit of the program conducted in 2007 had a graduation rate of 0%.

7. Finally, the ABC letter is simply unfair in criticizing the Authority for agreeing to pay \$2,000 per month -- a tiny sum in the context of the billions of dollars of project work -- to the Center for Military Recruitment, Assessment and Veterans Employment, a 501(c)(3) charitable tax-exempt organization that operates the "Helmets to Hardhats" program. Since 2007, the program, in partnership with the Building Trades, has verified the placement of 5,887 veterans into construction jobs, including more than 200 "Wounded Warriors" reporting at least 30 percent disability. The Authority's Targeted Hiring Policy seeks to provide employment to military veterans, and the Helmets to Hardhats program serves as a national resource center for veterans seeking employment in the construction industry. Nothing in the Community Benefits Agreement precludes outreach to other organizations that refer military veterans for employment.

* * *

Apart from the many inaccuracies in the ABC letter, the letter simply recycles ABC's typical attacks on labor organizations, asking the Authority to sacrifice sound construction management practices to pursue ABC's ideological agenda.

Dan Richard, Chairman
California High Speed Rail Authority
February 5, 2013
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ABC repeatedly claims that "83% of California workers" are not in unions, but the relevant workforce here consists of skilled construction workers. As stated above, 95 percent of the apprentices in state-approved construction apprenticeship programs are in joint labor-management programs, and that figure has held steady for many years. All five of the pre-qualified design-build teams have union contracts. Every recent major infrastructure project in California has been performed largely or entirely with union labor. The success of the Authority's mission necessarily depends on many years of continuing cooperation among multiple contractors and subcontractors and multiple labor organizations on multiple project sites. The Community Benefits Agreement provides the framework for that success.

As the President of the State Building and Construction Trades Council of California, a federation of 22 local building trades councils, 13 district labor councils, and 134 local unions that represent more than 350,000 construction workers in California, I look forward to working with the Authority and its staff to build a historic infrastructure project that will make Californians proud.

Sincerely,



Robbie Hunter
President

RH:mb
opeiu#29/afl-cio

Encls.



Associated Builders and Contractors
Golden Gate Chapter
TRAINING TRUST

August 10, 2007

Victor Aguirre
Senior Consultant
Department of Industrial Relations
Division of Apprenticeship Standards
San Francisco District Office
P.O. Box 420603
San Francisco, CA 94142-0603

Re: **Response To Proposed Audit Report**

Dear Victor:

Thank you and your team for the professional way you conducted the audit of the ABC Golden Gate Chapter Carpenter (DAS File #19950) and Construction Craft Laborer (DAS File #10060) Apprenticeship Programs.

The UAC has reviewed you proposed report and has the following comments.

The Construction Craft Laborer Program, as you correctly noted, has had 0% graduates to date. It is definitely below the required minimum. The laborer program, which was approved in 1995, and after a challenging first couple of years, was made to be an internally inactive program until two years ago at which time the UAC made a conscious decision to revitalize the program. At this time, there are 17 registered apprentices with 4 scheduled to graduate in October of this year. The UAC is committed to growing the Construction Craft Laborer program and improving graduation rates.

The Carpenter Program is a small and successful program and one of the reasons apprentices do leave is to pursue other careers when they have determined that seasonal construction work does not fit their life needs. The UAC has recently implemented some changes in the initial interview process to help the applicants understand more fully the type of duties involved the carpentry trade. The UAC is committed to growing the program and improving graduation rates.

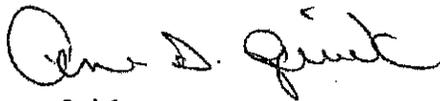
07 AUG 13 PM 3:24

Under Audit Findings and Recommendations you determined that we had not submitted a DAS 24 noting the new LEA, Eden Area ROP, who took over for us when our original LEA, Milpitas Adult Education decided to withdraw from overseeing apprenticeship programs. **Please find attached a letter from our LEA validating and approving our curriculum and a DAS 24 for same. (Enclosed)**

Under Rules and Recommendations you stated that the program rules and regulations given to the apprentices during orientation did not contain a statement to the apprentice advising them of their right to be given a copy of the Standards if requested and that they be given a copy of the rules and regulations governing the program. **Even though each apprentice signs an acknowledging that they have been given a copy of the rules and regulations and as you noted is filed in each apprentice master file, per your recommendation the committee has included the verbiage within the rules and regulations booklet for the apprentice to acknowledge receipt and that the standards are available upon request. (See pages 2 and 3 of carpenter and laborer rules and regulations handbooks enclosed.)**

The Carpenter and Construction Craft Laborer UAC welcome any input and recommendations for further improvement of their apprenticeship programs.

Sincerely,



Anne Quick
Vice President of Education
ABC Golden Gate Chapter

Enc: DAS 24 – Carpentry Program with updated information in Standards
DAS 24 – Construction Craft Laborer with updated information in Standards
Copy of Carpentry Program Rules and Regulations with recommended verbiage included.
Copy of Construction Craft Laborer Rules and Regulations with recommended verbiage included.

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Western Pacific Railroad (1862–1870)

From Wikipedia, the free encyclopedia

The **Western Pacific Railroad** was formed in December, 1862, by a group led by Timothy Dame and including Charles McLaughlin and Peter Donahue, all associated with the San Francisco and San Jose Railroad, to build a railroad from San Jose north to Vallejo's Mills (mouth of Niles Canyon, later Niles, now part of Fremont), east through Niles Canyon, north to Dublin/Pleasanton, east through the Livermore Valley, and over Altamont Pass to Stockton, then north to Sacramento,^[1] with the plan that the transcontinental railroad would follow the Western Pacific to San Jose and then the San Francisco and San Jose to San Francisco. In October, 1864, the Central Pacific Railroad assigned all the rights of the Pacific Railway Acts of 1862 and 1864 to the Western Pacific for the route between Sacramento and San Jose, including land grants.^[1] In 1866, the first twenty miles from San Jose had been completed when funding problems halted construction within Niles Canyon. Part of the difficulty was that federal land grants were not available where Mexican land grants had previously been made.

Western Pacific I	
Locale	Northern Calif
Dates of operation	1864–1870
Successor	Central Pacific Railroad
Track gauge	4 ft 8 1/2 in (1,435 mm) (standard gauge)

Western States Title Services

ROW and Easement Acquisitions
Water Rights / Land Consultant
Business Development & Legislative Analyst
Expert Witness
weststtitle@yahoo.com

Daniel W. Dolan M.B.A. & President (925) 451-6244 (cell)
433 Blue Ridge Drive (925) 943-6226
Martinez, CA 94553 (925) 932-4863 (fax)



By 1867 the Central Pacific had decided that the route via San Jose to San Francisco was too long and that it would be better to change to a route using ferryboats from the CPRR's Oakland Pier in Oakland.^{[2][3]} To reach Oakland a CPRR subsidiary bought the Western Pacific, owned at that time by Charles McLaughlin and William Carr.^[1] Construction started again in the spring of 1867 and included a line from Vallejo's Mills toward Oakland.^[4] The CPRR briefly considered a shorter route west from Dublin/Pleasanton to the Hayward/San Leandro area (a route later built by Bay Area Rapid Transit), but decided that the grades were too much of a disadvantage compared to the Niles Canyon route.^[4] The railroad was completed in 1869 to San Leandro, where it joined the San Francisco and Alameda

Railroad.

The first transcontinental train to reach San Francisco Bay arrived at the SF&A RR's Alameda Pier on September 6, 1869 and the passengers took the SF&A RR ferryboat to San Francisco.^[3] Ford.^[5] Two months later the rail connection to the San Francisco and Oakland Railroad was in place and the transcontinental trains now ran through Oakland to Oakland Pier.^[3] In 1870 the Western Pacific Railroad was absorbed into the Central Pacific Railroad.^[6] In 1879, the CPRR shortened its route from Sacramento to Oakland further by putting together a line from Sacramento to Benicia, crossing by very large train ferries to Port Costa, and then along the south shore of Carquinez Strait and San Pablo Bay to Richmond, Berkeley, and Oakland to Oakland Pier.^[7] From then on, the Altamont Pass route was a secondary route between the East Bay and the San Joaquin Valley.

W. W. ...
Notary Public
Recorded Aug 25/83 at 30 min past 4 o'clock P.M. in request of J. Worcester

The Central Pacific Rail Road Company
Assignment to

Timothy Dams, Richard Cherrery, Emery, J. Pease
of the City & County of San Francisco and George H.
Boadfish of the County of Santa Clara

Know all men by these Presents that "The Central Pacific Rail Road Company of California" a Corporation duly organized under the laws of the State of California for & in consideration of the sum of one dollar lawful money of the United States to them in hand paid the receipt of which is hereby acknowledged do hereby assign transfer & quit claim unto Timothy Dams, Richard Cherrery, Emery, J. Pease, of the City & County of San Francisco & George H. Boadfish of the County of Santa Clara all of the state of California & to such others as they may choose to associate with them & to their assigns the right to construct all that portion of a line of Rail Road & Telegraph lying between the City of Sacramento & the City of San Francisco which the said "The Central Pacific Rail Road Company of California" is or may be authorized to construct by an Act of the Congress of the United States entitled "An Act to aid in the construction of a Rail Road & Telegraph line from the Missouri River to the Pacific Ocean & to secure the government the use of the same for Postal Military & other purposes" approved July 1st 1862 hereby also assigning transferring & quit claiming unto the said parties their associates & assigns all the rights grants donations rights of way loans of the credit of the government or the bonds thereof & every other right & thing so far as that portion of the Rail Road & Telegraph line, the right to construct which is hereby assigned is concerned to which the said "The Central Pacific Rail Road Company of California" is or would be entitled under the Act aforesaid if this assignment had not been made. This assignment is made on the express conditions.

13-67B-676

-plied with by said parties their associates or assigns this conveyance or assignment shall be wholly void of no effect & all the rights, privileges grants donations & Government bonds herein conveyed shall revert to & rest in the said "The Central Pacific Rail Road Company of California" & the same shall be assigned & conveyed to them by said grantees their associates & assigns & if they shall not be able to thus assign & convey the same to said Company said parties their associates & assigns shall pay the value thereof to the said "Central Pacific Rail Road Company of California" their successors or assigns

In testimony whereof the said "The Central Pacific Rail Road Company of California" have hereto affixed their Corporate Seal and caused the same to be signed by their President & Secretary this fourth day of December A. D. 1863.

Deland Stanford
Pres of C.P.R.R. Co. of Cal
James Bailey
Secy of C.P.R.R. Co. of Cal



State of California City & County of Sacramento ss
On this fifth day of December A. D. One thousand eight hundred and sixty two before me A. K. Grinn a Notary Public in and for said City & County duly commissioned and sworn personally appeared the within named Deland Stanford President of the Central Pacific Rail Road Company of California whose name is subscribed to the annexed instrument as a party thereto personally known to me to be the individual described in and who executed the said annexed instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned as such President of the C. P. R. R. Company In witness whereof I have hereunto set my hand and ^{affixed} official seal the day and



year in this Certificate first above written
A. K. Grinn
Notary Public

State of California City & County of Sacramento ss
On this fifth day of December A. D. One thousand eight hundred and sixty two before me A. K. Grinn a Notary Public in and for said City & County duly commissioned and sworn personally appeared the within named James Bailey Secretary of the Central Pacific Rail Road Company of California whose name is subscribed to the annexed instrument as a party thereto personally known to me to be the individual described in and who executed the said annexed instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned as such Secretary of the C. P. R. R. Company

25

In witness whereof I have hereunto set my hand and seal ^{affixed and placed} the day and year on this Certificate first above written

A. K. Green

Notary Public

Witnessed Aug 29 1862 at 11 O'clk & 5 min A.M. in request of W. B. Underhill

Timothy O'Connell, Richard Chenery, and Emory T. Pease of the City of San Francisco and George H. Bodfish of the County of Santa Clara
L. E. D.

The Western Pacific Rail Road Company

Know all men by these Presents that on the fourth day of October A. D. 1862 "The Central Pacific Railroad Company of California" a corporation duly organized under the laws of the State of California executed and delivered to Timothy O'Connell Richard Chenery and Emory T. Pease of the City of San Francisco and George H. Bodfish of the County of Santa Clara, all in said State of California a certain written conveyance or assignment which reads in the words and figures following, to wit; Know all men by these presents that the Central Pacific Rail Road Company of California a Corporation duly organized under the laws of the State of California for & in consideration of the sum of One dollar lawful money of the United States to them in hand paid the receipt of which is hereby acknowledged do hereby assign transfer & quit claim unto Timothy O'Connell Richard Chenery Emory T. Pease of the City & County of San Francisco & George H. Bodfish of the County of Santa Clara all of the State of California & to such others as they may choose to associate with them & to their assigns the right to construct all that portion of a line of Rail Road & Telegraph lying between the City of Sacramento & the City of San Francisco which the said "The Central Pacific Rail Road Company of California" is or may be authorized to construct by an Act of the Congress of the United States entitled "An Act to aid in the construction of a Rail Road & Telegraph line from the Missouri River to the Pacific Ocean & to secure to the Government the use of the same for postal, military & other purposes

**Comments by Paul Guerrero, representing La Raza Roundtable of California, to
the CHSR Authority Board February 14, 2013**

CHSR's "transparency" has gotten a little "fogged up". Word on the street has it that the Good Old Boys are busy getting contracts, in the backroom. Specifically, a Request for Proposal (RFP) HSR 12-01, for a disparity study, set aside for small business, seems to be headed to big business.

Page 28, 5th paragraph, of the RFP, clearly states:

For this contract, the Authority is requesting a **100% Small Business utilization goal** of the **Total Contract Price** to be achieved through the utilization of firms, in any combination and at any tier level, who are **certified** as Small Businesses as referenced.

On the addendum to the contract, which consists of 10 pages of questions and answers, the Authority was asked:

Page 1, Question #1, "Page 10 of the RFP states that a Small Business utilization goal of 30% of the Total Contract Price has been established. However on page 28, it states that the Authority is requesting a 100% Small Business utilization goal of the Total Contract Price. Which SBE Goal is required by the Authority?"

Page 1, Answer to Question #1. "The Authority is using the Small Business Option to solicit proposals from only "Small and or Disabled Veteran Business Enterprises" as the prime consultant, therefore the goal is 100% Small Business.

Page 1 Question #2 *Can the Prime Consultant include other than Small Businesses on their team?*

Page 1, Answer to Question #2. Yes, the Prime Consultant may include additional Small Businesses on the team.

These are the Issues:

- 1) G-CAP, the apparent low bidder, is a certified small business, however; its major sub-consultant BBC is not.
- 2) G-CAP, the low bidder, has never performed a disparity study and relied on BBC, the major sub, to qualify on the required 5 disparity studies. Why did Authority Staff allow the prime (G-CAP) to base 100% of its qualifications on a subcontractor's experience?

We are asking for two things: First, an investigation of the procurement process before this contract is awarded and **Second**, that the Authority keep its commitment to taxpayers that businesses will not be paid for work performed that did not meet the small business goal. This contract goal is 100% Small Business. If only 50% of the work is performed by small businesses, the other 50% should not be paid for.

V. ADMINISTRATION, CONTINUED

IRAN CONTRACTING ACT

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

LOSS LEADER

Per Public Contract Code 10302, (b) (1) "It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code."

CERTIFIED SMALL BUSINESS ENTERPRISE/EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

Pursuant to the Authority's Small Business Policy established in accordance with the Title VI of the Civil rights Act of 1964 and related statutes, Executive order S-02-06 and Best Practices of Title 49 Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in the Department of Transportation Assistance Programs," Small Business, including Disadvantaged Business Enterprises (DBEs), Disabled Veterans Business Enterprises (DVBEs), and Microbusinesses (MBs) (collectively, "Small Business" or "SBs") are to be provided fair and equitable access and the maximum practicable opportunities to participate in all phases of the Authority's contracting process.

The Authority is committed to and has given its assurance to its funding partners that it will develop and implement a Small and Disadvantaged Business Enterprise Program consistent with the objectives set forth under 49 C.F.R. Part 26, and Executive Order S-02-06.

For this contract, the Authority is requesting a 100% Small Business utilization goal of the Total Contract Price to be achieved through the utilization of firms, in any combination and at any tier level, who are certified as Small Businesses as referenced.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program is located on the Authority's website:

<http://www.cahighspeedrail.ca.gov/sb-resources.aspx>

Question and Answers for Bid #RFP HSR12-01 - Disparity Study

Overall Bid Questions

Question 1

main contact person is "out of the office", and nobody else would even return my calls. Is this project still alive or has it been abandoned?

thank you. (Submitted: Nov 14, 2012 4:49:24 PM PST)

Answer

- The Disparity Study contract solicitation is still active. (Answered: Nov 16, 2012 12:13:00 PM PST)

Question 2

1. Page 10 of the RFP states that a Small Business utilization goal of 30% of the Total Contract Price has been established. However, on page 28 it states that the Authority is requesting a 100% Small Business utilization goal of the Total Contract Price. Which SB goal is required by the Authority?

2. Can the Prime consultant include other than Small Businesses on their team?

3. Can the prime consultant meet the minimum requirement of five (5) disparity studies by including studies performed by proposer's team members or does the prime consultant need to meet the minimum requirement?

4. Will CHSRA consider extending the project schedule for delivering the final report by 60 days?

5. Will CHSRA extend the proposal due date by one to two weeks to allow for the delay in being able to submit questions and for proposers to be able to address the responses to questions submitted? (Submitted: Nov 14, 2012 4:54:46 PM PST)

Answer

- 1. The Authority is using the Small Business Option to solicit proposals from only Small and or Disabled Veteran Business Enterprises, as the prime consultant, therefore the goal is 100% Small Business.
- 2. Yes, the prime consultant may include additional Small Businesses on the team.
- 3. Yes, the prime consultant may meet the minimum requirement of five (5) disparity study experiences with one or more of the proposer's team members.
- 4. No.
- 5. No. (Answered: Nov 16, 2012 12:13:00 PM PST)

Question 3

2. The RFP states on page 4 (or page 46 depending on which pagination utilized) that the budget for the Study is \$249,000.00. However, in Attachment 9 and on page 2, it states that the total amount payable is \$250,000.00. Please clarify. (Submitted: Nov 15, 2012 6:15:21 AM PST)

Answer