

California High-Speed Rail Authority



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

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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
1-A	September 28, 2016	Draft PCMM-Rev 2
2	October 7, 2016	Approved Rev. 2

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



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(For Design-Build Contracts)

Prepared by:



for the California High-Speed Rail Authority

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1 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

The Project & Construction Management Manual (PCMM) describes how the California High-Speed Rail Authority (Authority) will manage execution of the Design-Build (D-B) Projects on the High-Speed Rail Program through the use and integration of the Authority with consultant staff, Project and Construction Management Consultants (PCM), Rail Delivery Partner (RDP), and other consultants. The Authority will form an integrated team with the RDP and in support of the PCM, and will use the PCMM to advance the D-B Projects to successful completion within the scope, budget and schedule constraints. In addition, this PCMM supplements the Authority's Safety & Security Management Plan, Authority's Master Quality Plan, along with various other related High-Speed Rail Program Management Plans and the Program-wide Procedures.

The PCMM provides a foundation for success of the Authority's Program by developing 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 addresses responsibilities subsequent to the award of D-B Contracts. It is also intended to present, interpret and clarify established Authority policies and practices applicable to the work in dealing with various situations that may arise throughout the D-B Contract duration.



All personnel from the Authority, RDP, and the PCMs involved with management and/or administration of the D-B Projects should review and become familiar with both, the contents of the PCMM, other Authority procedures, and the relevant D-B Contract Documents. They are required to follow these protocols and procedures for uniform implementation across all D-B Contracts throughout the High-Speed Rail Program. These protocols and procedures contained in the PCMM are not to be construed as replacing, modifying, or superseding any of the provisions of the D-B Contract Documents or the PCM Contract Documents.

The Authority, RDP, PCMs, and other consultant's roles and responsibilities, described herein may be 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 D-B Contracts.
- Defines the basic relationships and responsibilities of the members within the Authority, RDP and PCM and other consultants involved in the D-B 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) requirements.

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.

A PCM Contract Management Manual will be developed by the Project and Construction Management Consultant for the D-B 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.



2 PROGRAM STRUCTURE AND ORGANIZATION

2.1 Basic Structure and Function

The Authority and RDP as an integrated team (henceforth referred to as “Authority”) are responsible for the overall planning, design, construction and operation of the California High-Speed Rail System. For each D-B Contract, a Project and Construction Management Consultant (PCM) will be assigned to provide manpower and expertise to manage the D-B Contract under the direction of the Authority. The PCM is responsible for the management, administration and monitoring of the activities of their assigned contract(s) for the Project. The PCM will perform audits of the D-B Contractor’s work processes and report their findings to the Authority, which will enforce the D-B Contract requirement, as required. 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, approved work plans, and applicable Authority’s Approval Matrix for Design-Build Construction Packages (AM) for the D-B Contracts.

2.2 Authority’s On-Site Representatives

The Authority will assign a Project Director to each project with overall responsibility for all elements of that project, including design, construction, ROW, 3rd Parties, project delivery, etc. The Project Director will be supported by a Project Manager and a Design and Construction Manager. The Project Manager’s primary responsibility will be coordinating all the external and 3rd Party elements related to the project. The Design and Construction Manager will be the contract manager for the D-B and PCM contracts, and through that role will oversee the final design and construction administration of the project. The Project Director will act as the Authority’s lead representative for a project and the Design and Construction Manager will be the lead representative for D-B and PCM contracts.

The PCM’s Design-Build Oversight Manager is the Authority’s on-site representative of the Project for the D-B Contract, as delegated by the Authority Design and Construction Manager, and is responsible for administering the D-B Contracts to which he/she is specifically assigned and is the D-B Contractor’s official single point of contact. The Design-Build Oversight Manager will assign the appropriate personnel to assist in the administration of the D-B 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 Design and Construction Manager (ADCM) is the Authority’s Authorized Representative for each D-B 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 Integrated Organization Chart, which is included in the Appendix B. The CEO is the single point of management responsible for all Authority activities on the High-Speed Rail Program. After award of each D-B Contract, all contract administration responsibilities will transfer to the Authority's Chief Engineer's team.

The Authority's Chief Engineer is responsible for the oversight of all Program-wide construction and D-B contracts. The Chief Engineer is supported by the Authority Director of Design and Construction, who is responsible for overall management of the D-B Contracts and will assign individual Design and Construction Managers for each D-B Contract. Each Authority Design and Construction Manager will be co-located in the assigned D-B Contractor's Project Office. Refer to the Authority's Integrated Organization Chart, which is included in the Appendix B.

The Authority's Chief of Communications reports directly to the Authority's CEO, and has responsibility for planning and implementing a comprehensive community affairs program for the Project. The Communications Department works closely with the PCM and the D-B Contractor(s) in establishing contacts with business groups and political jurisdictions in affected areas and other stakeholders. Refer to Section 13, Public Involvement, for more details of the public involvement (PI) activities.

2.4 Rail Delivery Partner Responsibilities (RDP)

The RDP is responsible for program management and program delivery. The RDP provides program and project level support to the Authority along with being an integral part of the program and project management organization. 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 D-B 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 is the lead PCM manager and shall be the Authority's on-site representative as delegated for the assigned D-B Contract who is responsible for the oversight of all work required in the execution of the assigned D-B Contract until Final Acceptance of the work has been accomplished by the D-B Contractor. The PCM Design-Build Oversight Manager is the single point of contact for all formal communication with the D-B Contractor, through whom all such communication shall flow. All verbal and written direction given to the D-B Contractor shall be communicated by the PCM Design-Build Oversight Manager only. No other Project staff is authorized to give contractual direction to the D-B Contractor. Directions regarding contractual changes will be per the authorized delegation of Authority. The PCM Design-Build Oversight Manager shall work closely with the Authority 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 Authority's Approval Matrix for Design-Build Construction Packages 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 D-B Contract which includes (but may not be limited to) the following:

- Design, manufacturing, construction and quality testing is accomplished in compliance with the D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor's activities in the field. The FEs are responsible for overseeing, monitoring and documenting the D-B Contractor's field activities including auditing the D-B Contractor's Quality Manual and Inspection and Testing activities.



3 CONTRACT ADMINISTRATION

3.1 General

The administration of the D-B Contract is the continuous process to verify that the contractual requirements are fulfilled. This section outlines the responsibilities and duties of the Authority and the Project and Construction Management Consultants as they focus on the activities after the D-B Contractor's bid proposals are opened and the D-B Contractor is selected. The PCM is primarily responsible for the administration of the assigned D-B 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 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 D-B Contractor to sign four original D-B Contract Agreements and return the signed Agreements to the Authority for their subsequent signatures. In addition, the D-B Contractor shall submit the performance and payment bonds and insurance certificates as required in the D-B Contract.

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

When all pre-Notice to Proceed (NTP) requirements are met, a NTP letter will be issued to direct the D-B Contractor to commence the Contract Work on a specified date, which will be Contract Day Number 1. If the D-B Contract has multiple NTPs, subsequent NTP letters will be sent to the D-B Contractor as required. Where issuance of a subsequent NTP letter(s) is(are) 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 D-B 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 D-B Contract. The Authority Design and Construction Manager will be assigned as the Project's Authorized Representative for daily contractual oversight responsibilities on each D-B 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 D-B Contractor.

The PCM shall coordinate a Design-Build Contract Kick-off Conference between representatives of the Authority and the D-B 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 D-B Contract, the PCM (in coordination with the relevant Authority staff) and the D-B Contractor will schedule a D-B Contract Kick-off Conference. This conference will include the key personnel from the Authority’s and the D-B Contractor’s teams to discuss the start, operation, and administration of the D-B 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 D-B Contract administrative requirements so that the processes and procedures can be implemented in the most efficient manner from the early stages and throughout the D-B 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 D-B Contractor to confirm the scheduled meeting date, time, and venue along with an agenda of items to be discussed at the D-B Contract Kick-off Conference.

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

- Introductions and Contact Information-key program/project personnel from the Authority and the Independent Checking Engineer/Independent Site Engineer (when applicable) involved with the D-B Contract, Authority’s Program/Project organization, responsibilities and delegated authority
- Introductions and Contact Information-D-B 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, D-B 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 D-B 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, D-B Contractor’s field offices and work zones, Authority field offices, D-B Contractors plan for parking, base yard and storage
- Overview of the D-B Contractor’s methods, manpower, equipment and material



- D-B 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 D-B Contractor's SB Performance Plan requirements
- Labor- Certified payroll requirements, Compliance with the State and Federal labor laws requirements in D-B 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
- D-B Contractor Performance Evaluation
- Partnering Plan/Schedule
- D-B Contractor's concerns/proposals
- Open discussions



Meeting minutes from this meeting shall be prepared by the D-B Contractor then reviewed and approved by the PCM. Upon approval, the D-B 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 and the D-B Contractor.

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

The D-B Contractor has primary responsibility for utility contacts and coordination. The D-B Contractor should hold a similar Utility/Agency Kick-off Conference with all related parties. In addition, the D-B 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 D-B Contractor in accordance with the applicable Contract Documents. Attendees should include pertinent personnel from the Authority along with the relevant utility or railroad representatives.

3.3.2 Pre-Activity meetings

The D-B 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 D-B Contractor, in coordination with the PCM, should prepare an agenda for discussion at each Pre-Activity meeting. The D-B Contractor should provide Ready for Construction (RFC) Drawings, applicable Work Plans, and checklists for safety, quality, environmental, permits, etc. for discussion at these meetings. Additionally, the D-B Contractor should discuss the construction means and methods, sequence and schedule for the construction work so as to ensure that all work activities have been properly planned and coordinated in sufficient detail and the work will progress efficiently towards a successful completion and acceptance. Attendees should include D-B 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 ICE/ISE, Authority and PCM staff, as required.

3.4 Design-Build Contractor's Means and Methods

The D-B 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 D-B Contract, the Authority or designee will not accept work performed by any other means or methods, without an executed Change Order to the D-B 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 D-B Contractor's plan of operations and the approved Baseline Schedule. In the event that the D-B Contractor is not making satisfactory progress, the PCM will immediately discuss the matter with the Authority Design and Construction Manager or designee and follow up with written correspondence, with the Authority's concurrence, to the D-B Contractor, and report on the ongoing status to the Authority 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 D-B Contractor's activities.

The PCM will not give directions or instructions requiring the D-B 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 D-B Contractor to proceed with any extra work not authorized by the D-B Contract except for Time and Material directives within the assigned Authority's Approval Matrix for Design-Build Construction Packages (AM). The PCM will verify that the D-B 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 Design and Construction Manager.

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
- D-B Contract plans and specifications

It is the D-B Contractor's responsibility to comply with all such regulations and other permit requirements. The D-B 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 D-B generated changes, etc. The D-B Contractor shall work in close cooperation with the Authority'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 D-B Contractor will be retained for examination by the respective government representatives and agency staff. The PCM is responsible for monitoring the D-B 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 D-B Contractor shall comply with the environmental clearance and permit requirements as specified in the Contract Documents. The D-B Contractor is responsible to complete all environmental compliance activities in accordance with the Contract Documents.

The D-B 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 D-B 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 D-B 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 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 D-B Contractor.

The PCM is responsible for oversight of all of the D-B Contractor's environmental activities and shall monitor D-B 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's initiated permit conditions, revised or amended permits, and final permit conditions
- Field oversight and QC/QA of the D-B 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 D-B 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 D-B Contractor into the Project Management Information System (PMIS) and EMMA, including D-B 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 D-B 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 D-B Contractor to oversee and monitor compliance and progress with these requirements until Final Acceptance of the D-B 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 D-B 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 Environmental Oversight and Audits

The Authority Environmental representatives, from time to time, may visit the Project to monitor and/or audit the D-B 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 D-B 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 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 Design and Construction Manager or designee and will provide appropriate written notification to the D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor will determine the sequence for performing work under the D-B Contract, unless special requirements are included in the D-B Contract. The PCM must be familiar with the current approved Baseline Schedule and with any updates to it, so that the D-B 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 D-B 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 D-B 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, Schedule Control](#) for more related responsibilities.

Furthermore, the PCM must be familiar with the D-B Contract deliverables as they relate to the specific D-B 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 D-B 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 D-B Contract cost and/or schedule.

3.6.1 Progress Meetings

The D-B Contractor is responsible to hold and coordinate regular progress meetings to review formal reporting per the D-B Contract. The meetings will be scheduled for a time convenient to, both the PCM and the D-B Contractor. Either of these meetings can be held in the PCM's or D-B Contractor's office as mutually agreed. The D-B Contractor's Project Manager should conduct the meeting. The meeting agenda will be prepared by the D-B 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 D-B 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 D-B 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 D-B Contractor's claims and changes.

The PCM will notify the Authority and other agencies involved with the D-B 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 D-B Contractor's Project Manager or designee will record the meeting minutes of all meetings requested and/or scheduled by the D-B 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 D-B 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 D-B 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 D-B 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 or the PCM related to the D-B 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 D-B Contract.

3.7 Request for Information

The Request for Information (RFI) process is a means by which the D-B 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 D-B Contract.

The D-B 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 D-B Contractor and should prepare a draft response for the Authority's concurrence and/or comments, after consultation with the Authority reviewers, including the HSR engineering group, depending on the nature of the RFI. Upon final concurrence with the Authority/, the PCM will return the RFI response to the D-B Contractor. Typically, the RFI response time and return to the D-B Contractor should be within seven days of receipt from the D-B Contractor, depending on the complexity of the response required.

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

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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractors will be made based on the approved payment activities only, unless provided otherwise in the D-B 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 D-B Contract.

When the D-B Contract stipulates the use of Payment Breakdown and Quality Milestones, as part of the Baseline Schedule submission, the D-B 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, if applicable. The PCM will review and recommend approval or rejection of the schedule of Payment activities to the Authority. 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 D-B Contractor, as specified in the Contract Documents, the PCM shall review the contents for D-B 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 D-B Contractor.

All items of work will be paid on the basis established by the D-B 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 D-B 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 D-B 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 D-B Contract that can be used as the basis for submitting and reviewing the D-B Contractor's monthly payment invoices.

In the event that the D-B Contract requires the D-B 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 D-B Contractor. The PCM shall perform a similar review function when the D-B 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 D-B Contractor is required to provide a certification for all Monthly Payment Invoices. The D-B 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 D-B Contract requirements. In addition, following the first Payment Invoice, the D-B 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 D-B 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 D-B 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 D-B Contractor.



At the end of the current monthly payment period, the D-B 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 D-B 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 D-B Contractor records the dollar amounts that represent the actual work completed.

The D-B 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), if applicable
- Conditional lien releases
- Evidence of each subcontractor's payment and
- Any other supporting back-up information necessary or required by contract 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 four standard Authority forms:

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

The PCM will obtain the signature from the D-B 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 Design and Construction Manager for their review and recommendations/sign-off. The Authority 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 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 Design and Construction Manager, the Payment Invoice will be transmitted electronically to the Authority's Accounts Payable office 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 Accounts Payable Office in Sacramento via one day express mail delivery.

Immediately upon receipt of the electronic copy of the Payment Invoice, the Authority's Accounts Payable Office will begin their review of the Payment Invoice. Upon their acceptance, the hard copy will be recommended/signed by the Authority's Budget Officer.

If the invoice payment funds are to be paid directly from the State funds, the payment procedure will be as follows:

Upon approval by the Budget Officer, the Accounts Payable Office will forward the invoice package to the State Controllers Office (SCO) for their review and payment. Also, 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 and mails it to the D-B Contractor within 3 days of receipt of the invoice package. Also, the Grants group will review the Invoice package and upon their approval, the approved Payment Invoice will be scanned and a scanned copy will be transmitted to the FRA for their review and approval, if applicable (where FRA funds are used for reimbursement to the Authority for these payments). Upon FRA's approval, the FRA will transfer the FRA shared funds to be reimbursed to the Authority. Furthermore, the Accounts Payable Office will transmit a fully signed hard-copy of the Payment Invoice to the PCM to maintain in the Project Record files

If the invoice payment funds are to be paid from FRA funds, the payment procedure will be as follows;

Upon approval by the Budget Officer, the Accounts Payable Office will forward the invoice package to the Grants group for their review and approval. Upon their approval, the Payment Invoice package 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 and mails it to the D-B Contractor. Furthermore, the Accounts Payable Office will transmit a fully signed hard-copy of the Payment Invoice to the PCM to maintain in the Project Record files.

Refer to the D-B Contractor's Monthly Invoicing and Payment Approval Flowchart in Appendix E, which shows the full D-B Contractor's invoice and payment approval process, that is to be used for the D-B 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 D-B Contract. Otherwise, the D-B 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 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 D-B Contractor for re-submittal or the D-B 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 D-B 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 Design and Construction Manager or designee.

The PCM shall forward the original and two copies of each monthly payment invoice to the Authority 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 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 D-B 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 D-B 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 D-B 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 Design and Construction Manager. 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 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 Design and Construction Manager of the details of the agreement obtained with the D/B Contractor. If the Authority Design and Construction Manager concurs with this agreement, the PCM will request the D-B Contractor to submit the final TOP form, as agreed by both parties, with the D-B 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 Design and Construction Manager or designee for their approval and signatures. It then, becomes an executed TOP. The PCM will distribute the original executed TOP form to the D-B Contract 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 D-B 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 D-B 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 waived 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 D-B 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 D-B 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 D-B 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 D-B Contractor fails to pay the supplier(s) within the period specified in the D-B 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 D-B Contractor. The PCM will then notify the D-B Contractor, in writing, of the forthcoming payment reduction.

As part of the Project records, the D-B 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 D-B 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 D-B Contract but do not relate to any current pay items in the D-B 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, 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 Authority Project Controls Group.



Each month, the D-B 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 D-B 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 D-B 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 D-B Contract requirements and forward each to the Authority with their recommendations/comments within five working days of receipt from the D-B Contractor. Upon review and approval by the Authority, the PCM will notify the D-B Contractor, in writing, of the Authority's approval or comments for their further actions.

It is the D-B 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 D-B 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 D-B 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 D-B Contract.

In the event that the D-B 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 D-B Contractor. These items will need to be verified in the field and recorded by the PCM.

The D-B Contractor shall submit monthly progress reports on the SB utilization to the Authority. The Authority and D-B 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 D-B Contractor shall submit the Form 103 by the 15th of each month. Any alternate formats requested to be submitted by the D-B 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 D-B Contractor shall establish and implement a Small Business Performance Plan, to address how the D-B 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 D-B 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 D-B Contractor achieves the established level of SB work and commitments made at time of D-B 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 D-B Contractor's contractual obligations, review the D-B Contractor's work and verify that the SB provisions are being followed as specified in the D-B Contract.

The PCM will check and track that the D-B 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 D-B 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

Deliverable	Frequency	Action	SB Program Plan Reference
SB Activity Report	15 th of each month	Form 103	III.A. Data Collection and Reporting Reference Pages 14, 25, 36, 37



Deliverable	Frequency	Action	SB Program Plan Reference
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 D-B 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 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 Reference Page 17
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) Reference Page 22



Deliverable	Frequency	Action	SB Program Plan Reference
<p>Substitution or Termination of a SB, DVBE, Micro-business or DBE on a Contract</p>	<p>As SB/DBE/DVBE substitutions occur.</p>	<p>Prior to approval of the D-B 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.</p>	<p>IV.E. Substitution or Termination of a SB, DVBE, Microbusiness or DBE on a Contract Reference Pages 28-31 and 37</p>



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 D-B 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 D-B Contractor is behind target (stating the amount of the deficit) and substantiate such attainments. If any progress report shows that the D-B 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.</p> <p>Following review and concurrence of such proposed additional good faith efforts by the Authority, the D-B Contractor shall modify its SB Performance Plan accordingly.</p>	<p>V.D. D-B Contractor Good Faith Efforts and Reporting Obligations</p> <p>Reference Page 37</p>

The PCM is responsible for receiving, logging and tracking the D-B 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 D-B Contractor, in writing, of these determinations and discrepancies found and advise the D-B Contractor to investigate and provide their written response for resolution/corrective actions, as required.



3.10.3 Subcontractor Substitution Process

The D-B 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 D-B Contract. The D-B Contractor must include their justifications for requesting a replacement or addition of a subcontractor with their request for substitution submission.

The D-B 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 D-B 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 D-B 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 D-B 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 D-B Contract requirements and applicable State and Federal regulations. In addition, the Authority will perform Labor Compliance field interviews of the D-B 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 D-B Contractor, in writing, of determinations and any discrepancies found and advise the D-B Contractor to investigate and provide their written response for resolution/corrective actions, as required.

3.12 Community Benefits Agreement

If the D-B 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 D-B Contractor for their implementation and reporting actions. The Final CBA is, also, available to the D-B Contractor and Authority 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 D-B 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 D-B Contractor, in writing, of the USDOL determinations and any discrepancies found and advise the D-B 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 D-B 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 D-B Contract Drawings are current and accurate. Superseded drawings and specifications, marked "Superseded", must be retained for record purposes until D-B Contract completion.

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

3.15 As-Built Documents

The D-B 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 D-B 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 D-B Contractor's marked-up as-built documents to confirm that the D-B 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 D-B Contract and shop drawings. The PCM is responsible to coordinate with the D-B Contractor for as-built drawings.



Upon completion of the construction Work (or as early as possible after completion of each specific portions of the D-B Contract Work), the D-B 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 D-B Contractor for incorporation into the record drawings. The D-B 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 D-B 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 D-B Contractor has submitted all Record Documents, as required by the D-B Contract, prior to releasing the Final Payment to the D-B Contractor.

3.16 Value Engineering Cost Proposals

The D-B 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 D-B 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 D-B Contract, the VECP shall include one or more of the following:

- Be identified by the D-B Contractor at the time of submission to the PCM
- Require a change to the D-B Contract
- Decrease the D-B 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 D-B 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 D-B 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 D-B 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 tracked by the PCM and all approved VECPs will be included on the Change Management Log and Change Log.

Any net savings estimated to accrue to the Contractor will be split equally between the Authority and the Contractor after taking into account any additional costs anticipated to be incurred by the Authority resulting from the VECP. These net savings as split will be implemented through a credit change order. The amount of the credit change order will need to be increased by the split in Authority costs to be sure the net effect is the same share of savings by both parties.



The Authority may request that specifically selected Post Award Alternative Technical Concepts (ATCs) to be implemented by the D-B Contractor via an approved change order. Upon agreement between the Authority and the D-B Contractor, the D-B Contractor may implement the change order as a VECP. (Post Award ATCs are any ATCs previously submitted by one or more of the unsuccessful Proposers which the Authority decides to implement on the D-B Contract.) Refer to the current Alternative Technical Concepts (Post Award Evaluation and Implementation) Procedure for more details found in Share Point.

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 D-B Contract and Project. The Project-specific risk register will be provided to each PCM during the early stages of the D-B 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 D-B Contract. The PCM will assess, evaluate, document and manage all elements of risks listed on the Authority's Risk Register regarding the assigned D-B 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 D-B Contract and Project for the duration of the D-B Contract. The PCM will coordinate with the D-B Contractor, the Authority 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 D-B 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 D-B 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 D-B 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 D-B 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 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 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 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 D-B 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 High-Speed Rail Program'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 D-B 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 Authority 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 D-B Contractor is also responsible for assigning a staff contact for PMIS coordination, although the Project Controls Manager may coordinate with additional Consultant or D-B 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 D-B Contracts. Not all modules will be implemented for each D-B Contract. As new D-B Contracts are awarded, they will be added to PMIS by the Authority Project Controls Manager or designee.

Refer to the Contract Management System (CMS) Procedures Manual, which is listed in Appendix F, for more details related to using CMS.



For each D-B 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 D-B Contract participants, including staff without access to PMIS. At the start of the Project, each PCM, Consultant or D-B 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 Authority 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 D-B 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 and Meeting Sign-in Sheet form are to be used on the Project and are 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 D-B 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 Design-Build 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 Authority 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 Design-Build 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 Authority Project Controls Group. The PCM will be allowed to view this module but may be able to edit some data. Refer to the Contract Management System (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 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 D-B 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 D-B Contracts, copies of the current revision of D-B 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 D-B 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 D-B 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 D-B Contractor regarding a change order will be filed under Correspondence received from the D-B 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 D-B Contractor and other third parties
- Submittals received from D-B Contractor
- D-B Contractor's RFIs
- RFC drawings-Full size
- Other signed Agreements between the Authority and D-B 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, as delegated by the Authority, with the D-B Contractor. Therefore, the PCM will prepare and sign correspondence to the D-B Contractor (with consultation/concurrence with the Authority), as well as to other parties regarding the D-B 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 D-B Contractor constitute key documentation for each D-B 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 D-B 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 D-B 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 D-B Contractor or Consultant. Inter-office memorandums are to be used only for the Authority's internal correspondence and are not be provided for external use, such as to the D-B 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 D-B 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 D-B 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 D-B Contractor, but shall strive for a representative cross-section coverage of the field work and reporting on the most critical elements of the D-B 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 encounter 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 MS 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 D-B 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 D-B Contractor/Subcontractor performing Work
7. Change Order Work Progress (including Time and Material items)
8. Document all delays and any work related to D-B 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 D-B Contractor or PCM as observed
14. Summary of Field Discussions with D-B Contractor's personnel or others
15. Visitors to Site
16. Requests from D-B 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, 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 D-B 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 D-B Contractor
- The scope of D-B 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 D-B 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 D-B 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 D-B Contractor-supplied progress photographs, the PCM will obtain additional photographs depicting:

- Any work progress overlooked in D-B 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 D-B Contract construction work, the PCM will take pre-construction survey photographs of the entire site (as authorized by the Authority), or verify that the D-B Contractor has taken them as per the D-B Contract requirements, of the entire site, including all on-site environmental mitigation areas/sites, and adjacent properties to document the existing conditions. Where the D-B 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 D-B 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 D-B Contract. The most unlikely areas often present the biggest problems at the end of the D-B Contract.
- Maintain a photographic record of the conditions of the work site, from pre-construction through the completion of the D-B 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 Design and Construction Manager and the Authority 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 D-B 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 D-B 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 D-B Contract verses the plotted 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 Summary Report and Performance Metrics by the 15th of each month to the Authority Chief Engineer or designee, Authority Director of Design and Construction, Authority Project Director, Authority Project Manager, and the Authority Design and Construction Manager. These reports are for the Authority Board's Finance and Audit (F&A) Committee and 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 planned and ongoing for the next six months
- Key Work Accomplished for the period
- Supplemental information as requested
- Performance Metrics on Safety, Cost, Schedule, Quality, and Economic Benefits

Content of reports should be agreed to by the Design and Construction Manager prior to the final drafts being sent to the Chief Engineer. Prior to final drafts, draft reports should be sent to the Chief Engineer's designee for review.

The data date for these reports shall be the calendar month end date and they will be for the board meeting in the second month after (e.g. Data Date – Aug 31, 2016 Board meeting – October 2016). When submitted electronically, the file names shall contain the report name along with the data date (e.g. CP 1 Monthly Status Report Aug 31 2016 and CP 1 Performance Metrics Aug 31 2016).

Any performance metrics that fall into the red or yellow range in performance will need to include a "Reason" for the lower performance and "Mitigation/Improvements" planned to be implemented to recover. Longer term metrics such as small business goals may require the development and reporting against interim goals.

Refer to Appendix G for sample reporting formats for the PCM's Monthly Project Status Report (Sample, Finance & Audit Committee Finance & Audit Committee Monthly Status Summary (Sample), and Finance & Audit Committee Finance & Audit Committee Monthly Performance Metrics-sample.



4.7 CP#__ Weekly Executive Summary Report

The PCM shall prepare and submit a CP # Weekly Executive Summary Report to the Authority Design and Construction Manager no later than the Close of Business on the following Tuesday of the reporting week. Upon the Design and Construction Manager's review and concurrence, the weekly report will be distributed to the Chief Engineer, Project Director, Project Manager and other appropriate Authority staff in Sacramento for their information and use. This summary level report will provide a quick update of the design and construction work being performed during the reporting week for each CP contract for the pertinent Authority staff in Sacramento to use for communicating with other Authority staff, governmental agencies and other third parties, as needed.

The CP# Weekly Executive Summary Report shall be a clear and concise summary report of the actual design and construction work performed by the D-B contractor during each work week, starting from Saturday, and ending on the following Friday, for the duration of the Contract. All reported design and construction activities shall include the work progress on all major structures and facilities. Each weekly summary report will consist of a maximum of two (2) pages in the requested format. This report is not intended to be a status report or to discuss problems and resolutions as this type of information is covered in other reports/forms. This executive summary may be part of a more extensive weekly report used at the project level if desired, but only this portion of the report needs to be submitted to the Sacramento staff.

A CP# Weekly Executive Report sample is included in Appendix G for use on the Project.



5 DESIGN-BUILD CONTRACT SUBMITTALS

5.1 General

D-B Contract Submittals are any design or construction related deliverable or information provided by the D-B Contractor for the Authority's review 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 submitted by the D-B 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 submitted by the D-B 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 D-B Contractor shall be in a searchable format via optical character recognition (OCR) as specified in the D-B Contract Documents for full editing and search capacities of these deliverables in the future.



There are three main types of required D-B 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 D-B Contractor's Quality Manager that the submittal is complete and in full compliance with the contract requirements and when required by the -B 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 D-B 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 per the Due Diligence Check (DDC) procedure by the PCM and the HSR Engineering group, and are subject to Statement of No Objection (SONO) per contract requirements. When the Authority confirms that the submittal will be issued a SONO, the PCM will return it with a "SONO" review status to the D-B Contractor. Refer to Section 6, Verification, Validation, and Self-Certification and related Submittal Review - Technical Contract Submittals-SONO Process Flowchart included in Appendix E for more details of the related submittal review process and responsibilities. (SONO w/comments and SOO-Statement of Objection are also possible responses.)

If the ICE is hired by the PCM, then the PCM's ICE shall provide a full independent check, design calculations (if required), 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 D-B 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 appropriate Authority groups, as required for review and approval, after completion of the DDC, if applicable. Upon the Authority's approval, the PCM will return the submittal with the "approval" review status to the D-B Contractor. Refer to the Submittal Review - Technical Contract Submittals-Approval Process Flowcharts included in Appendix E for more details of the review process.

If the ICE is hired by the PCM, then the PCM's ICE shall provide a full independent check, design calculations (if required), 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 D-B Contractor.

- For Contractor submittals required to be submitted for information, such as Monthly Reports for Safety/Security compliance, and for Environmental compliance, these submittals shall be reviewed by the PCM, Authority and these reviewers may or may not forward any comments to the PCM to transmit to the D-B 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 D-B 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. 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. Refer to the Technical Contract Submittal List and V & V requirements in the Contract Documents for further details.

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

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 each D-B Contractor submittal for completeness prior to further review by the ICE/ISE, and/or the Authority, (as applicable) which shall include (but may not be limited to) the following requirements:

- Each submittal shall be accompanied by a D-B Contractor's transmittal, which is to be numbered consecutively. The D-B Contractor's transmittal shall include the date, Contract number, control number, specification reference, number of copies, and a description of the submittal. This will reduce any confusion in the event that the submittal and transmittal letter are separated in transfer.

In addition, the D-B 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.

- Each submittal shall include a signed certification letter by the D-B Contractor's Quality Manager verifying that each submittal is complete and in full compliance with the contract requirements.
- All D-B Contractor's shop and working drawings submitted for Approval/SONO shall bear the D-B Contractor's stamp of approval as evidence of checking and coordination with the work of all trades involved. In addition, the D-B 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 D-B 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 D-B 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 D-B Contractor's submittal to the lead reviewer, ICE/ISE (if applicable) 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 D-B Contract Specifications require the D-B 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 D-B Contractor and record when and how each one was closed out.

For submittals impacted by third parties and any other agencies, the D-B Contractor will transmit to the PCM, a copy of each submittal that has been submitted 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, comment and approve each of these submittals.

5.5 Submittal Logs

The PCM will prepare and maintain the Submittal Log as described in Section 4, Communication, Documentation, and Reports in CMS, which will include the following:

- Incoming submittals from D-B Contractor (Received)
- Internal submittals to the Authority and PCM (Sent)
- Internal submittals from the Authority and PCM (Return)



- Outgoing submittals to the D-B 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, are in accordance with the contract requirements and the reviews by the Authority are efficient and timely so as not to adversely impact the D-B Contractor's operations. The CMS database will generate a report of all outstanding submittals. This log will be discussed and updated at the D-B Contractor coordination/progress meetings. Submittal Logs between the PCM and the D-B Contractor shall be conformed at least weekly. The D-B Contractor is required to prepare and submit a complete list of all required contract submittals and updated as needed. 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 summary 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 D-B Contractor and when required by the D-B Contract, shall be independently reviewed and certified by the D-B Contractor's Designer of Record or ICE/ISE as applicable in the V & V requirements or other D-B Contract Documents. In addition, if required by the D-B Contract or as requested by the Authority, the D-B 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 D-B Contractor. If unsatisfactory, a Statement of Objection with comments (SOO) may be issued for the PCM to return to the D-B 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 their 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 D-B Contractor's shop drawings and material submittals are, typically required by the utility or third party prior to construction. Therefore, the D-B 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 D-B 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 relocation work, the D-B Contractor shall transmit/submit the submittals to the third party entities directly (as part of the D-B Contractor's coordination requirements). Concurrently, the D-B 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 each third party. The PCM will become familiar with each third party agreement and the scope of each task order. Refer to Section 7, Interface Management and Coordination for more details of these requirements.

The D-B Contract Documents may include the construction of new or additional work to any third party 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 or agency. The PCM should remind the D-B Contractor that at any time after acceptance of the installation and prior to D-B Contract close-out, the record drawings of utilities construction or other third party work 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.

D-B Contractor submittals for utility/third party construction work shall receive approval by the agency that will assume ownership upon completion. D-B 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 D-B 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 D-B 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 D-B 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 Flowchart included in Appendix E for more details.

5.8 Design Changes/Variations

For any design changes/variances requests (DVR), which are typically identified by the D-B Contractor or third party designers, during the development of final design, the D-B Contractor is required to follow the requirements of the Design Variance Request Process procedure, as specified in the D-B Contract Documents (in Book 3), to verify proper management of all deviations from the prescribed design criteria, Technical Memoranda, and all applicable design standards, etc. In addition, these design changes/variances will be processed, reviewed, and approved/rejected in accordance with the current Engineering and Construction Design Variance Internal Procedure, which is available in SP. This procedure describes each of the actions and responsibilities to be followed for processing of each submitted DVRs.

Each DVR shall be submitted to the PCM, on the standard DVR form provided by the Authority.



The PCM Engineering Manager reviews each submitted DVR for completeness and accuracy and provides input to the PCM Design-Build Oversight Manager for appropriate actions, reviews, and processing of these DVRs. PCM Design-Build Oversight Manager briefs and provides recommendations to the Authority Design and Construction Manager on each submitted DVR, as needed. The DVR will be transmitted to pertinent Authority groups reviewers as indicated in the Engineering and Construction Design Variance Internal Procedure. The HSR Engineering group will review all DVRs and will convene regular DVR evaluation meetings, as needed, to determine if the DVR will be an advisory or mandatory DVR, and for subsequent discussion and actions for approving or rejecting the DVRs. Each approved DVR will be evaluated by the PCM for any cost and schedule impacts and the Authority will determine if it will result in a no cost or schedule change, or a Value Engineering Proposal or a Change order to the Contract.

In addition, the DVR 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 guidelines and regulations), including the necessary justification to the FRA, if applicable. The D-B 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 Engineering and Construction Design Variance Internal Procedure for more details related to this review and approval 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.

5.9 California Public Utilities Commission (CPUC) Applications

In accordance with the D-B Contract general provisions, the D-B Contractor shall obtain a CPUC General Order (GO) authorizing grade separation of railroad (RR) before any grade separation is constructed. In order to obtain the GO at each RR grade separation or RR crossing, the D-B Contractor is required to prepare and submit a CPUC Application standard form, on the Authority's behalf, to the CPUC for their approval. Prior to submitting each Application form to the CPUC, each Application form must be reviewed, approved and signed by the Authority, as the Owner and rail service operator.

A standard review and approval procedure has been developed and implemented to provide guidelines to the Authority staff and PCM, related to the submitting, reviewing, approving, signing off, documenting, and tracking of each draft and final CPUC Application form submitted by the D-B Contractor, which will provide uniformity, consistency and timely processing of each submitted application form on all D-B Contracts on the High-Speed Rail Program.



This procedure is outlined in the following steps:

1. First, the D-B Contractor will coordinate with the CPUC Rail Crossings and Engineering Section (RCEB) and arrange a field diagnostic meeting with all interested parties (including relevant rail organizations, roadway authority, CHSR Authority, PCM, and RCEB staff, and any others) to discuss the proposed RR grade separation or proposed RR crossing modifications and identify any other matters to be addressed for this proposed construction work.
2. The D-B Contractor will update the current design drawings and other pertinent documents based on the reviews and comments provided by interested parties during the diagnostic meeting and obtain written concurrence from the rail organization(s) and/or roadway authority with jurisdiction at each RR crossing location.
3. The D-B Contractor will prepare a draft CPUC Application standard form (as required by the CPUC), including all relevant supporting documentation, for preliminary review by the CPUC. It is anticipated that the D-B Contractor will submit the draft CPUC Application for each RR grade separation or RR crossing at about the 60% level design submittal stage. There are two types of CPUC Application forms, which may be submitted, which includes the following; (1) GO88B-Short form (SF) will be used where any proposed modifications are to be constructed at an existing RR grade separation/RR crossing whereby, all interested parties agree to these modifications or (2) Long Form (LF) will be used where any proposed new RR grade separation/RR crossing is to be constructed or if any party(ies) objects to the proposed modifications to any existing RR grade separation/RR crossing.
4. Upon the CPUC's preliminary concurrence, the D-B Contractor will submit this draft application form to the Authority for their review and approval, prior to the Final Application form being submitted to the CPUC.
5. The PCM Document Control person will log in the draft CPUC Application form received from the D-B Contractor in SharePoint (SP) and distributes this draft document to the Authority Design and Construction Manager (ADCM), PCM Design-Build Oversight Manager, PCM Railroad Coordinator (RRC), Authority Railroad Contract Manager (ARRCM), Authority's Legal Division (ALD), and the Authority Director of Operation and Maintenance (ADOM). All reviewers will concurrently review the draft documents for completeness and accuracy and forward any review comments to the RRC within seven (7) calendar days of receipt. Since time is essential, if no response is received from any of the reviewers within this seven (7) days period, the RRC will continue to process the draft application to the next step.
6. The RRC will review and collate all comments received from the reviewers and return all Authority review comments to the D-B Contractor for incorporation and resubmittal of the CPUC application.
7. Upon review of the draft Application form, if there are no review comments from the Authority reviewers and it is acceptable as submitted, then the PCM will notify the D-B Contractor, in writing, that the application is acceptable and the D-B Contractor shall submit a Final CPUC Application form for final approval and signoff by the Authority.
8. Upon review of the draft Application form, if there are review comments from the Authority reviewers, then the PCM will transmit all comments to the D-B Contractor to address and resolve each.



9. The D-B Contractor will revise and resubmit the Final CPUC Application form to the Authority along with a comment disposition status and an explanation of how each comment was addressed and has been closed out.
10. The revised CPUC Application will be logged into SP by the PCM and forwarded to the RRC for review to verify that all comments have been addressed and closed out.
11. If the revised application form has addressed all comments adequately and no additional review comments have been made by the RRC, and the application form is acceptable as submitted, the RRC will notify the D-B Contractor, in writing that the application is acceptable.
12. The D-B Contractor shall submit a final CPUC Application to the Authority for final approval and signoff by the Authority. This final application form must be signed by the applicable roadway authority(ies) and/or rail organization(s) prior to submitting it to the Authority.
13. Upon receipt of the final CPUC of the Final Application form from the D-B Contractor, the PCM Document Control person will again, log it into SP as the Final Application form and distributes it to the Authority Design and Construction Manager, PCM D-B Oversight Manager and the RRC for concurrent final review.
14. Upon their concurrence, the RRC will upload the Final Application form and all related documents into SP for final approval by the Authority reviewers and sign-off.
15. The final review/approval will proceed in SP, sequentially from the Authority RR Contract Manager, to Authority Legal Division and lastly to the ADOM. Upon final approval by the ADOM, the ADOM will print out all of the Application form documents and sign this document (wet signature) on behalf of the Authority. The ADOM will, then, upload the signed final documents into SP as a PDF document and notifies the RCC that these signed final documents are available in SP. The ADOM will file the original signature documents in the Authority's file records.
16. In SP, there will be an automatic SP notification for each reviewer to complete their review/approval and subsequent notification will be given to the next reviewer to review/approve these documents. Also, the ADOM and RRC will receive all SP workflow notifications during this review/approval process for tracking the progress of each application.
17. The RRC will retrieve the signed Final CPUC Application documents in SP and perform an administrative check of the signed final documents. Upon RRC concurrence, the PCM will transmit these Final Application documents to the D-B Contractor.
18. The D-B Contractor will submit this signed final Application form to the CPUC for their review and approval.
19. Upon CPUC's approval, they will mail a copy of the Certificate of Service and DVD Copy to the ADOM and the Authority's Regional Director. Also, the CPUC will email a copy of the Certificate of Service to the RRC and notifies the D-B Contractor of the approval of this Application.
20. The ADOM will upload the Certificate of Service and DVD copy into SP and files the hard copy documents into the Authority's records.

Refer to the [CPUC Application Process Flowchart](#), which is included in [Appendix E](#) for more details related to the Authority's review and approval process.



6 VERIFICATION, VALIDATION, AND SELF-CERTIFICATION

The Verification and Validation and Self-Certification by the D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor submitting any Technical Contract submittals to the PCM.

The D-B 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 D-B 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 D-B Contractor.)



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

- D-B 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 D-B 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 D-B Contract Documents.

6.2 Independent Checking Engineer/Independent Site Engineer Review Responsibilities

A. For Contracts where the ICE/ISE is contracted by the D-B Contractor, the following shall apply;

The D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor with the ICE/ISE's assessment report and their review comments, which must be fully addressed and resolved by the D-B 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 D-B Contract.

The ICE/ISE shall submit the Monthly Progress and Status Reports and the Quarterly Progress and Status Reports as specified in the D-B 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 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 D-B Contractor's submittals.



The ICE/ISE will perform a full independent check, assessment and evaluation of each Technical Contract submittal from the D-B 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 D-B 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 D-B'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 D-B 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 D-B Contractor.

If the ICE/ISE cannot certify the submittal, the submittal will be returned to the D-B Contractor via the PCM transmittal, with the ICE/ISE's review comments. All review comments must be addressed and resolved by the D-B Contractor prior to resubmitting it to the PCM. Furthermore, the ICE/ISE's assessment report shall not be provided to the D-B Contractor except if agreed to by the Authority 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 D-B 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 D-B 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 D-B Contractor via the PCM transmittal, for the D-B Contractor's remedial actions. In addition, the ICE/ISE's assessment report shall not be provided to the D-B Contractor except if agreed to by the Authority 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 D-B, the following shall apply:

After the D-B Contractor's ICE/ISE has certified the Technical Contract submittal, the D-B 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. D-B 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 D-B 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 D-B Contractor and ICE/ISE, including comparing the D-B 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 D-B 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 D-B Contractor with a review status of "SOO with comments" and a copy to the ICE/ISE. The D-B 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 D-B 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 D-B 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 may receive a higher level of review/checking such as the Baseline Design Report. 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 D-B 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.-D-B 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 D-B 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 (where applicable), 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 D-B Contractor. This letter shall state that the required information must be provided by the D-B 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 D-B Contractor and to the ICE/ISE via CMS.

The D-B 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 D-B 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, as required, with a goal of completing each review and returning the submittal to the D-B 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 D-B 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 D-B Contractor with a review status of "SOO with comments". The D-B Contractor must address all review comments and obtain a re-certification from the D-B 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 D-B 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 D-B 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 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 D-B 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 D-B 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 may receive a higher level of review/checking such as the Baseline Design Report. 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 D-B 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.-D-B 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 (where applicable), 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 D-B Contractor. This letter shall state that the required information must be provided by the D-B Contractor as soon as possible so as not to delay the review process and to advise the D-B 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 D-B Contractor and to the ICE/ISE via CMS.



The D-B 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 D-B 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 D-B Contractor within thirty calendar days unless otherwise specified in the D-B Contract Documents.

6.4 Rail Delivery Partner Due Diligence Review Responsibilities

The Authority through the RDP 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 Authority 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 Authority 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 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 review of the submittal, the PCM is responsible to collate and coordinate all review comments from the all lead reviewers and transmit all of 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 Authority, as applicable, to make the final determination for the submittal disposition prior to returning it to the D-B 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 via CMS. The PCM shall transmit the submittal disposition and all review comments via CMS to the D-B Contractor as soon as possible. If the submittal receives a disposition of “SOO with comments”, the D-B 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 D-B 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 D-B Contract Documents,
- Section 5, Design-Build Contract Submittals in this Manual,
- Submittal Review Process Flowcharts included in Appendix E and
- Final Verification and Validation Management Plan (VVMP) listed in Appendix F.



7 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 High-Speed Rail Program. Effective Interface Management will lead to successful integration, especially during the testing and commissioning phase of the High-Speed Rail Program, 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 High-Speed Rail Program.

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 D-B 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 D-B 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 D-B 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 High-Speed Rail Program, including the following:

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



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

7.3 Design-Build Contractor's Responsibilities

The D-B 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 D-B Contract will require it to support future systems and facility components to be integrated into the entire high-speed rail system.

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

- In accordance with the D-B Contractor's V&V/SC and IV & V processes, the D-B 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 D-B 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 D-B 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 D-B Contractor's Work

The D-B 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 D-B Contractor will establish an Interface Coordination Team (ICT) that will be responsible for interface coordination and control throughout the design and construction phases. The D-B 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 D-B 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 D-B Contract.

7.4 Project & Construction Management Consultant's Responsibilities

The PCM is responsible for the interface management oversight of the D-B 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 D-B 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, Design-Build Contract Submittals.

The PCM will participate in the D-B Contractor's regularly scheduled interface coordination meetings and/or conduct other interface/third party coordination meetings with the D-B 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 D-B 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 D-B 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 D-B Contract



- Assist the Authority in finalizing third party agreements as required
- Review D-B Contractor's schedule submittals against all interfaces with the third parties to confirm the D-B 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 D-B 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 D-B Contractor or Third Parties for Authority's review and decision/direction.
- Verify that the D-B Contractor coordinates with the Third Party inspection teams in accordance with the requirements of the D-B Contract and the relevant Agreements.
- Review each Utility and other third parties' payment invoices for accuracy and acceptance for payment to either, the D-B 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 D-B Contract Documents), the D-B 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 Design and Construction Manager or designee will attend the D-B Contractor's regular interface coordination meetings to verify that the D-B 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 High-Speed Rail Program.

The Authority shall review each of the D-B Contractor's interface submittals from the standpoint of the overall High-Speed Rail 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 D-B 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 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 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 D-B Contractor is required to submit a comprehensive D-B Contractor's Quality Manual (CQM) describing the scope, organization, and implementation of the D-B 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 D-B Contract. The PCM, with the assistance of the Authority, as needed, will have oversight responsibility for those Project elements for which the D-B Contractor has direct QA/QC responsibility on each D-B Contract.

8.1 Contractor's Construction Quality Control/Assurance

It is the responsibility of the D-B 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 D-B Contractor, the D-B 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 D-B Contractor's Quality Inspection Test Plan. The ISE will witness the quality inspections and testing activities in accordance with the approved D-B 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 D-B 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 D-B Contractor is required to provide weekly updates of the D-B 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 D-B 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 MQP along with perform quality oversight and audit and surveillance activities of the D-B Contractor's Self-Certification and Quality Management System in accordance with the contract requirements.



The PCM is responsible for monitoring and auditing the D-B Contractor's (and ISE's Quality Assurance functions, when applicable) so that the D-B Contractor has satisfactorily implemented their Quality Management System. The PCM's staff will perform the quality assurance oversight and/or audits of the D-B Contractor's quality control and quality assurance processes to verify the Work is in conformity with the contract requirements. The PCM will monitor the D-B 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 D-B 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 D-B 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 Design and Construction Manager, will arrange for the temporary assignment of personnel with the required qualifications, from the Authority, PCM or other consultants.

The PCM shall coordinate with the Authority 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 D-B Contractor's Quality staff and verifying that the inspections, sampling, and testing are performed in accordance with the D-B Contractor's Quality Program.

8.3 Material Inspection

The D-B 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 D-B Contractor to communicate and cooperate with the PCM and the D-B Contractor's supplier(s) to facilitate and provide adequate inspection coverage for evidence of materials inspection.

As far in advance as possible, the D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor as per the approved D-B 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 D-B Contractor's QC/QA program as defined in the D-B Contract, where both the QC and QA are by the producer/D-B Contractor.
- **Certified Source** – A source that conducts an internal sampling and testing program in conjunction with the D-B 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 D-B 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 D-B 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
- D-B 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 D-B Contractor's Inspection Test Plan.

If material arrives on the Project site without evidence of materials inspection by the D-B Contractor's quality inspectors, the PCM shall promptly contact the D-B Contractor and the Authority Design and Construction Manager to determine the proper course of action. If jointly decided and agreed to by the D-B Contractor and the ICE/ISE, and the PCM, with concurrence from the Authority 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor and the testing types and details will be included in the D-B Contractor's Inspection Test Plan, which is subject to SONO. The PCM, with the assistance of the Authority Quality Assurance Manager, is responsible for oversight of the D-B Contractor's implementation of the D-B Contractor's Quality Manual (CQM), including the Inspection Test Plan. When required by the D-B Contract Documents, or as deemed necessary in the judgment of the PCM (e.g.-when the ICE/ISE reports show that the D-B 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 D-B Contractor. If the Contract Documents do not require the D-B Contractor to perform such tasks, the PCM, with approval from the Authority Design and Construction Manager, may request additional testing services either through the D-B 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 D-B Contractor shall be maintained by the D-B 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, 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, for:

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

The PCM should review the D-B 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 D-B Contractor's Quality Program, D-B Contractor's Inspection Test Plan results, and the ISE's assessment reports. The PCM test results are to be correlated to the D-B Contractor's quality test results and reported to the Authority, 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 D-B 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 D-B 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 D-B 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 D-B Contractor's quality inspection and testing program and identify any deficiencies that are not documented by the D-B 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 D-B 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 D[B 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 D[B 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 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 D-B 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 D[B 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 D[B Contractor and PCM or designee. The D-B 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 D-B Contractor's Quality Manager is, primarily, responsible for identifying, preparing and issuing each NCR. The CQM shall describe the D-B 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 D-B 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 D-B Contractor on a regular basis and pro-actively work with the D-B 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 D-B Contractor, the PCM will issue an Authority NCR to the D-B 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 D-B 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 D-B 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 Quality Assurance Manager will audit the D-B Contractor's quality system for adherence to the quality inspections and NCR procedures.

8.6 Authority Quality Assurance Inspections

The Authority 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 D-B 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 D-B 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 D-B Contractor's Quality Manager as a non-conformance occurrence and resolved through the Non-Conformance Report process by the D-B Contractor and the PCM. Also, refer to Section 7, 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 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 D-B 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 D-B Contractor for their actions as required.



9 SAFETY AND SECURITY

9.1 Safety and Security Program Management Plan and Field Safety Handbook

The Authority's CHSTS Safety & Security Management Plan (SSMP), listed in Appendix E, establishes the Authority's commitment and philosophy to achieve the highest practical level of safety and security for the Authority staff, PCM staff, D-B Contractors, emergency responders and members of the public that may come into contact with the High-Speed Rail 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 D-B Contractor requirements for construction safety and security.

In addition, the Authority's Field Safety Handbook (FSH) defines the requirements for all Authority employees, RDP, PCM, and other consultant's staff, visitors, etc. who work outside of the standard office environment, including active or inactive construction jobsites, field visits to Authority properties and alongside public roadways, railroads, municipal and other third parties sites. All CHSR related personnel shall comply with these requirements as specified in the FSH.

9.2 Construction Safety and Security

The D-B 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 D-B 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 D-B Contractor's Site-Specific Health and Safety Plan (SSHASP) and a Site-Specific Security Plans (SSSP) shall identify how the D-B Contractor will achieve compliance with the contract requirements, the SSMP, and the local, State, and Federal workplace safety regulations. The D-B 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 D-B Contract-General Provisions.

The Authority, with the assistance of the PCM, will have overall oversight responsibilities for the D-B 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 D-B Contractor's construction safety and security activities on the Project. The PCM shall review the D-B 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 D-B 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 D-B Contractor's Safety and Security Certification Program. The D-B 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 D-B 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 D-B 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 D-B Contractor's activities as required in the D-B Contract. The PCM's SSPOP shall, also include specific details of how they will perform oversight of the D-B Contractor's safety and security certification activities.

The PCM shall monitor the D-B Contractor's safety requirements of the Project work sites, perform safety and security audits to assess the D-B 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 D-B 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, 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, 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 D-B 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 D-B 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 D-B Contractor is responsible for verifying that all subcontractors and suppliers work safely on the Project site.

The D-B 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 D-B 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 D-B Contractor, document the issue, and shall follow-up to verify prompt mitigation of the condition by the D-B 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 D-B Contractor. In the event of disagreement on the appropriateness of the reported violation, resolution shall be at the level of the PCM and D-B Contractor's Safety Manager. If necessary, the Authority 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 D-B 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 D-B 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 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 D-B Contractor is responsible for completing a Damage or Loss Report to report damage or loss caused by a D-B 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 D-B 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 D-B Contractor for their immediate actions.



10 SCHEDULE CONTROL

10.1 Master Program Schedule (MPS)

The MPS is the official project schedule, containing the overall High-Speed Rail Program 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 High-Speed Rail Program as applicable, inclusive but not limited to the Authority PCM and the Contractors' Monthly Schedules Updates, etc. The MPS is maintained by the Authority Project Controls Group and is used as a standard of comparison for reporting the High-Speed Rail Program 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 D-B 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 D-B 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 D-B 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 Authority Project Scheduler with a copy to the Authority Design and Construction Manager or designee. The Authority 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 Authority 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 D-B 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 and the Authority Project Controls Group. If rejection with comments is issued by the Authority, the PCM shall issue a "Rejection" review disposition along with the review comments to the D-B 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 D-B Contractor within the time specified in the Contract Documents.



10.3 Monthly Schedule Progress Updates

The D-B 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 Design and Construction Manager or designee with a copy to the Authority Project Scheduler. The Authority 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 Authority 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 D-B Contractor. The D-B 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 Authority Project Scheduler. The Authority Project Schedule Group will incorporate the D-B Contractor's schedule update in the MPS and provide the updated schedule to the PCM and the Authority Design and Construction Manager.

10.4 Recovery Schedule

Revised D-B Contractors' schedules due to change orders, revised sequencing of work, unforeseen delays, etc. will be reviewed by the PCM, Authority Design and Construction Manager and the Authority 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 Design and Construction Manager and 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 Authority 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 D-B Contractor's request for extension of time is in accordance with the Contract Documents.



The PCM, Authority Design and Construction Manager and Authority Project Scheduler will review any D-B 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 D-B 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 Authority Project Scheduler for further evaluation as it relates to the Master Schedule. The recommendations, plus the review by the Authority Project Scheduler will follow the process indicated for a Change Order.

The D-B 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 D-B 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 D-B Contractor, to coordinate all schedule activities and to monitor the D-B Contractor's work progress to date. The Authority 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 D-B Contractor and the Authority 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 D-B 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 Design and Construction Manager and the Authority 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 D-B Contractor fails to achieve Substantial Completion of the Project by the D-B Contract Substantial Completion Deadline, as a result of a non-compensable delay by the D-B Contractor, the Authority at its sole discretion may assess Liquidated Damages to the D-B 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 D-B Contractor when applicable, up to the limitation of liability cap set forth in the D-B Contract.

If monthly Schedule Progress Updates indicate that the contract work will be completed later than the required D-B Contract Substantial Completion Deadline and the delays are the fault of the D-B Contractor, then the PCM, after consultation and coordination with the Authority, shall notify the D-B 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 D-B 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 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 D-B 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 D-B Contract that are not acknowledged by the other party, resulting in the issuing of a claim for additional time, and/or compensation.

The D-B 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 D-B Contractor, review and evaluate the Change Order Proposals from the Contractors, and negotiate an equitable adjustment to the Contract. Any changes to the D-B Contract Documents will be executed by a Change Order in accordance with the applicable D-B Contract requirements. Refer to the Design-Build 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 D-B Contract as soon as possible
- Issue directions to the D-B Contractor for completion of the work
- Negotiate fair and equitable adjustments
- Provide prompt payment to the D-B Contractor for the changed work

Prior to being incorporated into the D-B 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 as per the proper Authority's Approval Matrix for Design-Build Construction Packages signatory authorization(s) prior to the D-B Contractor commencing with the changed work, whenever possible.



11.2 Approval Matrix for Design-Build Construction Packages

The Authority's Approval Matrix for Design-Build Construction Packages is to be used by the PCM and other Project staff. All Project staff shall comply with the specified Approval Matrix levels as indicated. The PCM will verify that all Contract documents are approved and signatures obtained as shown on the appropriate Authority's Approval Matrix for Design-Build Construction Packages.

Refer to the Authority's Approval Matrix for Design-Build Construction Packages, 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 D-B 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 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 D-B Contractor claims from inception through resolution and closeout.

11.4 Authority-Directed Changes

When a potential change to the D-B 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 D-B 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.

For any COs subject to CCC approval and as directed by the Authority, the RDP may perform a concurrent high level change order assessment to evaluate the completeness of the relevant change documentation, consistency with the contract terms, and adequacy of the schedule analysis.

Furthermore, the RDP Environmental team will review each proposed CO to determine if any environmental impacts are identified which may require the Re-examination process to be initiated.



The Authority may initiate a proposed Authority-directed change by submitting a “Directive Memorandum” to the Design and Construction Manager for their review and evaluation. The Directive Memorandum will, usually, be submitted for proposed technical changes to the D-B Contract by the HSR Engineering group or may be submitted by other authorized HSR groups. The Design and Construction Manager will determine if the Directive Memorandum will be processed as an Authority-directed change and advise how to proceed accordingly. The Design and Construction Manager may consult with the PCM or any other Authority groups, as needed, for their input and/or recommendations as to how to proceed. If the Authority decides to issue a proposed Authority-directed change, the PCM will prepare a Directive Letter for signature by the Authority’s Design and Construction Manager and then, will issue it to the D-B Contractor for their actions as stated in the Directive Letter. A “Directive Memorandum” sample is included in Appendix G for use on the Project.

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, when a DL has been issued to the D-B Contractor, during the regularly scheduled CCC meetings, if applicable.

11.5 Change Notices from Contractor

As a condition precedent to the Contractor’s right to a Change Order, the D-B Contractor must submit a written Contractor’s Change Notice (CN) with the required information as specified in the D-B Contract Documents. The PCM will prepare an acknowledgement letter to send to the D-B Contractor in response to the D-B Contractor’s CN, which will acknowledge receipt of the CN and may deny merit or acknowledge merit (If known) and/or request additional information and/or request a Change Order Proposal. The PCM will prepare the Finding of Fact form (FOF) for each CN submitted by the D-B Contractor and provide their determination for merit and the contractual reasoning for their findings. 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 the 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.

If the PCM has reviewed the CN and has determined that there is “no merit” found for the submitted CN, the PCM will record their determination with the reasons for their findings on the FOF form. The basis for the rejection of the CN, as recorded in the FOF, must cite the applicable Contract requirements. Subsequently, the PCM shall issue a letter to the D-B Contractor advising that no merit has been found, along with stating the reasons for this merit determination and that this CN is considered to be closed.

Upon receipt of a written CN from the D-B Contractor, whereby the D-B Contractor cannot proceed with the work that may result in additional costs to the Authority, the PCM will immediately notify the Authority Design and Construction Manager of any of the following situations:

- Unanticipated conditions



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

If the PCM is given verbal direction from the Authority Design and Construction Manager or other delegated Authority's representative to proceed with the changed work, it is important for the PCM to keep detailed written records of all agreements made, relevant conversations, and actual work performed, etc. in the Field Engineer's Daily Reports and Project Diaries as appropriate. Such documentation shall be provided to the Authority Design and Construction Manager in an appropriate and timely manner.

When the PCM has determined that the CN has merit, they will prepare the FOF with their findings and recommendations and then, submit it to the Design and Construction Manager for their review and determination of concurrence or rejection of the CN. The DCM will sign-off on the FOF with their determination and may advise the PCM how to proceed. The PCM may prepare and issue a Directive Letter to the D-B Contractor, if the changed work is critical to the schedule and/or may result in additional costs to the Authority, as determined by the Authority Design and Construction Manager.

The D-B 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 Design and Construction Manager, to assess and determine if any merit may be found by the Authority and if so, that the COP is a fair and equitable value for the change order work.

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 Design and Construction Manager or other delegated Authority representative and transmit it to the D-B Contractor, which will direct the D-B 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 D-B Contractor will submit their COP in accordance with Section 11.10, Time and Material Change Orders.

For any COs subject to CCC approval and as directed by the Authority, a concurrent high level change order assessment to evaluate the completeness of the relevant change documentation, consistency with the contract terms, and adequacy of the schedule analysis may be performed.

Furthermore, the RDP Environmental team will review each proposed CO to determine if any environmental impacts are identified which may require the Re-examination process to be initiated.



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 or rejection 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, provide PCM's recommendations for merit determination and assessment of the potential change, if applicable (for CN's only), prepare the 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 consult with and coordinate the review of all potential changes within the relevant Authority functional or departmental groups for input or comments (as listed on the FOF form) for their input and comments, including Rail Operations and Maintenance, Engineering, Environmental, Quality, ROW, Interface, Third Parties, Stakeholders, and any others, as may be required, and to incorporate all applicable comments into the change order. All review comments will be attached or linked within the appropriate sections on the FOF form, as required.

When the PCM has determined that the CN has merit, they will prepare the FOF with their findings and recommendations and then, submit it to the Design and Construction Manager for their review and determination of concurrence or rejection of the CN. The DCM will sign-off on the FOF with their merit determination and may advise additional direction as to how to proceed. The PCM may prepare and issue a Directive Letter to the D-B Contractor, if the changed work is critical to the schedule and/or may result in additional costs to the Authority, as determined by the Authority Design and Construction Manager.

The Authority will review all authorized changes, based on the completed FOF, for potential program-level implications. If the change is determined to be a program-level change, the Authority will begin the Configuration Management process, as specified in the Program-Level Configuration Management Plan and Procedures, 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 a complete 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 prepare an independent cost estimate and a time impact estimate as soon as possible, and preferably, prior to receiving the D-B Contractor's Change Order Proposal. Also, for Change Notices submitted from the D-B Contractor, if there is sufficient information provided or it is available from another reliable source, the PCM will prepare an independent cost estimate and a time impact estimate as soon as possible, and preferably, prior to receiving the D-B 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 D-B 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 D-B Contractor's COP is received. However, where the D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor does not take such an approach.

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 Design and Construction Manager or other delegated Authority representative, depending on the Approval Matrix for Design-Build Construction Packages 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 any 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 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 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.

At the negotiation meeting, if a settlement agreement is reached with the D-B Contractor, a verbal conditional agreement can be given to the D-B Contractor, but may be subject to the further approval levels within the Authority, (depending on the Approval Matrix for Design-Build Construction Packages 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 D-B 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 D-B 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 FOF file in SP.

Following the RON record, 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 D-B 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 Design and Construction Manager, and other Authority staff as needed, for their concurrence.

The PCM will assign the CO cost codes onto the PCO, using the standard CO coding convention found in Section 9 of the Design-Build Change Order procedure, to identify and track all 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 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 assigned and recorded on the CO form 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 Design-Build Design-Build Contract Change Order Procedure, which is listed in Appendix D, provides more details related to these CO procedures.



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 Design and Construction Manager or other delegated Authority's representative and Authority Change Control Manager for review and the Authority's concurrence.

Prior to the execution of each CO, the source of funding, whether from contingency or transfer from other sources shall be confirmed. Also, the Authority's Chief Financial Officer (CFO) shall confirm that the funds have been encumbered for each Change Order as described in the Design-Build Contract Change Order Procedure.

Upon the Authority's concurrence, the PCM will transmit one original of the CO document to the D-B Contractor for their signature. After the D-B 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 Design and Construction Manager or other delegated Authority representatives for final approvals and signatures as per the Authority's Approval Matrix for Design-Build Construction Packages.

When the CO has been approved and signed by the delegated Authority representatives, the original fully executed CO document will be transmitted to the D-B 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, if applicable.

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 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.



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 Design and Construction Manager.

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, 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 D-B 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 Design and Construction Manager or other delegated Authority representative-based on the Authority's Approval Matrix for Design-Build Construction Packages, to direct the Contractor to proceed on a Time & Material (T & M) basis or Change Order Accounting basis in accordance with the applicable D-B 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 D-B 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 D-B 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 D-B Contractor and provide their concurrence signature on the Daily Cost Tracking Report-Field Form daily. Good communication and coordination between the PCM and the D-B Contractor is essential to determine that the work is performed in the most cost and schedule efficient manner.



Agreement between the PCM and the D-B 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 D-B Contractor brings equipment onto the D-B Contract site solely for the T & M work, the D-B Contractor is entitled to reimbursement for transportation costs, both to and from the D-B 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 D-B 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 D-B Contract. Materials may be used from existing stock if supported by certification and vender 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 D-B Contract.

Upon completion and acceptance of the T & M work or on a monthly basis, if agreeable by the Authority, the D-B Contractor shall submit their COP, which will include 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 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 D-B Contractor to revise the COP.

The PCM and the D-B Contractor may need to arrange a meeting to discuss and resolve the comments before the revised COP is re-submitted by the D-B Contractor. When there is mutual agreement on the total costs between the PCM and the D-B Contractor, the D-B 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, Changes and Claims and the Design-Build 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 D-B Contractor and the Authority. However, in the event that the D-B 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 D-B Contract Documents. This situation may occur when the D-B 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 D-B Contractor has been given the opportunity to sign the Change Order, but refuses to provide their signature, the Authority may direct the D-B Contractor to proceed with the changed Work as specified in the unilateral Time and Material Change Order or as allowable in the D-B 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 D-B 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 D-B 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 D-B Contractor submits such written notice. Reference is made to Section 11.13, Contractor's Disputes in this manual.

In addition, this type of CO may be used to modify the D-B 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 D-B Contractor's signature.

Emergencies may require immediate action by the D-B Contractor. If it is deemed that the proposed changed work must proceed immediately to avoid unnecessary costs and/or unrecoverable delays to the D-B Contract Work and/or schedule, the D-B 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.¹

¹ Note: The Authority 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.



11.12 Federal Railroad Administration Review of Change Orders (if applicable)

Those design changes, which also require a contract change order to modify the D-B Contractor's scope of work, will follow the change approval process in accordance with the contract requirements. After the Authority have 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-Build Contract Change Order Procedure Flowchart included in Appendix D.

11.13 Contractor's Disputes

11.13.1 Dispute

When the D-B Contractor believes that a potential dispute situation has occurred, the D-B Contractor shall first seek to resolve the dispute through the partnering process, using the issue resolution ladder in accordance with the Authority's Approval Matrix for Design-Build Construction Packages (in Appendix C). If the dispute cannot be resolved through partnering, the D-B Contractor shall submit a written dispute, including the required documentation and supporting data in accordance with the Contract Documents, for the PCM's review and recommendations and the Authority's decision. If the written notice is incomplete, the PCM shall immediately notify the D-B Contractor in writing. The PCM will notify the Authority Design and Construction Manager and the Authority's Program Claims Team (PCT) of all potential Contractor's claims or disputes and keep each updated on the status of each such issue. The PCM will evaluate each dispute for entitlement, including labor, material and equipment, and attach any supporting documentation from the field records, and all available additional background information concerning the 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. In addition, the PCM will provide a copy of their analysis and recommendations to the PCT for their review and comments. The PCT will provide their comments to the Authority. The DOA matrix indicates the steps and levels of authority within the Authority for resolution of all claims and disputes.



The PCM will provide copies of all dispute documentation to the PCT during each issue resolution step through the partnering process. The PCT will review and comment and make recommendations as needed to the Authority to support and facilitate the dispute resolution process on behalf of the Authority. 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 D-B Contractor to discuss and attempts to resolve each claim/dispute and the related cost and schedule impacts
- Written recommendations from the PCM and PCT for settlement of each claim/dispute
- Minutes of meetings with the D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor's dispute.



Refer to the “Program Claims Team Review Process” Flowchart, which is included in Appendix E for more details.

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 D-B 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 D-B 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.

If any dispute can not be resolved through the partnering process and the dispute will be submitted to the DRB for resolution then, the PCM will draft a Position Paper for the related dispute. Each Position Paper will be reviewed by the PCT and the Authority and their comments will be incorporated in the final Position Paper, as needed, prior to submission to the DRB.

During the DRB hearings, representatives from the Authority, PCM and the D-B 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 D-B 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 D-B 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.

Refer to the “Program Claims Team Review Process” Flowchart, which is included in Appendix E for more details.

11.13.3 Mediation/Arbitration/Court

If either Party disagrees with the DRB’s decision as allowed by the D-B Contract and applicable laws, the Party may request mandatory arbitration in accordance with the terms of the contract. 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. The PCT will take the lead in the dispute resolution process during Mediation, Arbitration, or Court, if required.



12 RIGHT OF WAY

The Right of Way Acquisition process is a critical element for the construction of the High-Speed Rail Program. 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 High-Speed Rail Program alignment. These Consultants are contracted by the Authority with day-to-day management by the Authority ROW Contract Managers, 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 D-B 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 D-B Contract based on the Authority 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 ROW Manager or designee will provide all such documents to the PCM for their use, and to transmit each to the D-B Contractor, as required.

The PCM shall be responsible to coordinate between the D-B Contractor, the Authority 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 D-B 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 ROW Manager, ROWM, and the D-B Contractor as required. Meeting minutes, including the Meeting Sign-in Sheet, shall be prepared by the D-B Contractor and sent to the PCM for review and concurrence. The PCM shall distribute each to the Authority, as needed.
- Check the D-B Contractor's ROW report submissions for D-B Contract compliance
- Provide oversight of the D-B Contractor's temporary construction easements activities so that proper access is granted to meet the planned construction work schedule
- Work with the D-B 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 D-B Contractor's actions following a change in the ROW Acquisition Plan
- Coordinate with the Authority ROW Manager and ROWM in the management of any excess or surplus land. If requested by the D-B Contractor, excess land may be available for the D-



B Contractor's use pending any environmental clearances, land uses requirements, etc. as required

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

The D-B Contractor shall be responsible to identify and acquire any additional temporary easements required by the D-B 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 D-B 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 D-B 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 PUBLIC INVOLVEMENT

13.1 General

Public awareness and community relations efforts will be critical to the public acceptance of the Program. 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 D-B Contractor to create and maintain an ongoing process for Project communication between the Authority, D-B Contractor, PCM, key stakeholders, agency representatives, and the general public for the Project.

The D-B 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 High-Speed Rail Program;
- Providing regular reports on the D-B 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 D-B Contract's area residents, business owners, and commuters.
- Support the Authority's Public Involvement Program

Above all, the D-B 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 D-B Contract. The PCM is responsible for oversight and management of the D-B Contractor's Public Involvement Plan (PIP) and will coordinate closely with the Authority's Communications 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 Program's communications policy and strategic direction.
- Providing the PCM and the D-B Contractor with communications goals and objectives.



- Verifying that the D-B 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 D-B Contractor's performance for compliance with the D-B Contractor's Public Involvement Plan (PIP).
- Identifying Stakeholder representatives in each D-B Contract.

13.2.2 Design-Build Contractor's Role

The D-B 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 D-B Contractor shall have primary responsibility for performing the Project-specific Public Involvement (PI) activities. The D-B 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 D-B Contractor's Proposal.

The D-B Contractor shall develop and submit the Contractor's PIP to the PCM as specified in the D-B Contract Documents and the PCM shall transmit to the Authority's Communications 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 D-B 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 D-B 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 D-B Contractor will be responsible for self-assessing the effectiveness of the PIP. Working in conjunction with the Authority's public involvement team, the D-B 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 D-B 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 D-B Contract during the time the D-B 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 D-B Contractor's responsiveness to Public comments.
- General oversight of the D-B Contractor produced materials, with coordination and approval from the Authority.
- Coordination and facilitation of the D-B Contractor Public Involvement and the Authority Communication teams for review and approval of materials.
- Oversight of the D-B 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 D-B 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 D-B Contractor shall be logged into a database that is capable of tracking the contacts made with the public and the agencies. The D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor shall provide community and business updates to give stakeholders the opportunity to discuss the Program. 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 D-B 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 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 D-B Contractor, including scheduling tours and requiring tour participants to observe D-B Contractor's reasonable safety program guidelines, such as the wearing of protective equipment and waiver of liabilities. The D-B 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 D-B Contractor and the Authority and shall make recommendations to the Authority for the scheduled visit, venue and agenda.

13.7 Project Identification Boards

The D-B Contractor will install signs throughout the Project sites to be placed in prominent auto traffic zones where construction is occurring, and at D-B 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 D-B 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 D-B 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 D-B Contractor shall provide project updates (weekly, monthly, or quarterly) for the existing www.hsr.ca.gov website. Website information to be submitted by the D-B 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 shall have the 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 COMPLETION/CLOSE-OUT

14.1 General

D-B 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 D-B Contractor may often transfer key people to other projects and leave insufficient forces to supervise the contract closeout. The Authority 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 D-B Contract will begin when the D-B 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 D-B 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 D-B 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 D-B 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 D-B Contract closeout. The purpose of this section is to establish a uniform method of inspecting and transferring responsibility for Authority's 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contract plans and specifications from the following:
 - D-B 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 D-B 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 D-B Contract.

14.5 Warranties and Guarantees

The D-B Contract Specifications require that individual warranties or guarantees be furnished for various items or installed equipment. The D-B 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 D-B Contract completion. A copy is included with the D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor, the Authority staff, PCM staff and State and municipal representatives jointly inspects certain Authority buildings, and facilities incidental to such buildings. The D-B 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 D-B 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 D-B 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 D-B Contractor shall notify the PCM, in writing, of all Release(s) of Temporary Construction Easements obtained by the D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contract specifies that partial acceptance may be made on portions of the work and the D-B Contractor has completed all of those portions of the work required for Substantial Completion as specified in the D-B Contract, the D-B Contractor shall submit an application for Substantial Completion for this portion of the work to the PCM. If the D-B Contractor fails to deliver the application for Substantial Completion to the PCM, the PCM, with coordination with the Authority 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor.

Photographs shall be taken by the PCM to document the condition of any completed portion of the D-B 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 D-B 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 D-B 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 D-B Contract

The Authority may, at any time prior to completion of the entire D-B 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 D-B Contractor substantially completes a unit or portion of the work, subject to the approval of the Authority, the D-B 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 D-B Contractor, specifying the exact area accepted. The warranty period of the D-B 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 D-B 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 D-B 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 D-B Contract.

14.8 Final Acceptance

The D-B Contractor may issue a letter to the PCM, request a Final Acceptance inspection any time after substantial completion of that portion of the D-B Contract, stating full completion, including the correction of all punch list items and have satisfied all of their obligations under the D-B Contract. The D-B Contractor shall deliver a certification representing that there are no outstanding claims of the D-B Contractor or claims, liens or stop notices of any subcontractor or laborer with respect to the Work as specified in the D-B 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 submitted 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’s representatives and/or others as required. The inspection date will be coordinated with the Authority. In addition, the D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B 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 D-B Contractor (see as-built records and drawings).
- All subcontractors, vendors, suppliers, etc. in all tiers have been paid D-B contractor shall submit all releases and waivers of liens and stop notices, as required.



- There are no outstanding claims against the D-B Contractor for damages to existing third-party owned facilities resulting from construction activities. Sufficient funds will be retained from the D-B 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 D-B Contractor. The D-B Contractor and the PCM must accomplish certain tasks as follows:

- The D-B Contractor shall submit to the PCM a proposed final invoice showing the proposed total amount due the D-B 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 D-B Contractor as having been used to complete the D-B 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 D-B 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 D-B Contractor shall then decide whether to approve or decline the final payment offered. The D-B Contractor may request additional time to notify the PCM of their decision.

The PCM will review the D-B Contractor's proposed final invoice based on the D-B Contractor's approval of the final quantities and final payment invoice. If acceptable, the PCM shall send their recommendations for approval to the Authority Design and Construction Manager, who will forward on to other delegated Authority 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 D-B 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 Contract Administrator. If repairs be required, the D-B 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 D-B 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 D-B 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 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 D-B Contractor for contract compliance and will distribute for review where necessary. The PCM will prepare a memorandum to the Authority Design and Construction Manager, advising that the D-B 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 Document Control Department

The Authority 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 D-B Contractor and placing items into separate boxes as per the Closeout Procedures.

14.11.1.4 Operations and Maintenance Support Department

The Authority 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 Design and Construction Manager

The Authority 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 D-B Contract. The Authority 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 D-B Contract, the DCD coordinates with the PCM and with all entities (D-B 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 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



Acronym	Definition
ACPM	Authority's Chief Program Manager
ADCM	Authority's Design and Construction Manager
AM	Approval Matrix for Design-Build Construction Packages
AP	Final Assessment Plan
ATC	Alternative Technical Concept
CBA	Community Benefits Agreement
CBS	Contractor Baseline Schedule
CCC	Change Control Committee
CDRL	Contract Data Requirements List
CFO	Chief Financial Officer
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
D-B	Design-Build
DBE	Disadvantaged Business Enterprise
DCD	Document Control Department
DOA	Delegation of Authority/Approval Matrix for Division of Design and Construction
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



Acronym	Definition
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
PIP	Contractor's Public Involvement Plan
PI	Public Involvement
PMIS	Project Management Information System
QA/QC	Quality Assurance/Quality Control
RDP	Rail Delivery Partner
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 Program-wide Organization and
Design-Build Construction Management Organization Charts**

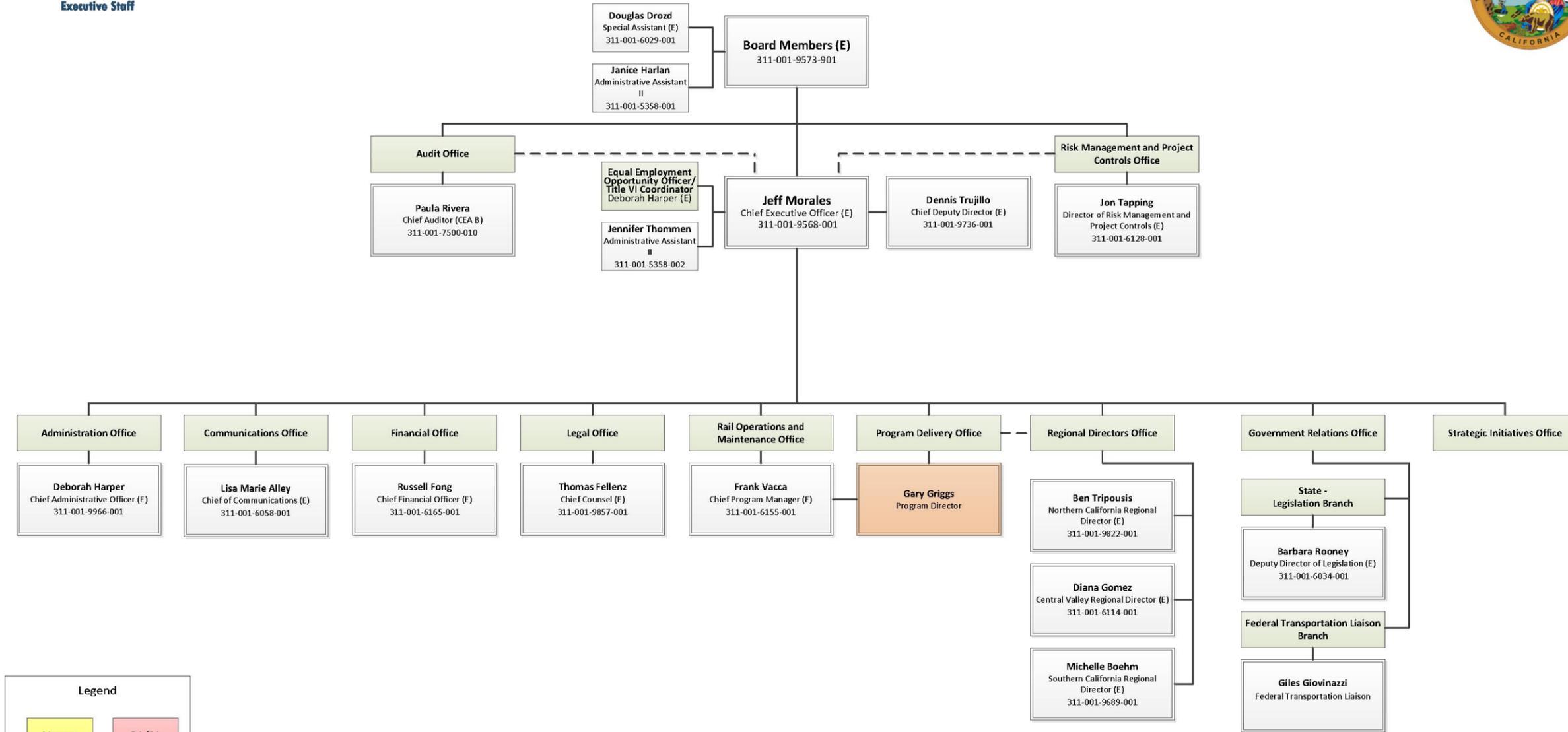


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1. Authority's Integrated Organization Chart - Executive Staff



Legend

Vacant	RA/SA
Filled	On-Loan
Future	RDP
Position pending re-class or re-direction	KPMG
PCM	

HSRA Filled Positions: 193
 HSRA Vacant Positions: 33
 HSRA Total Positions: 226

HSRA Blanket Positions: 23

Contractor Filled Positions: 286
 Contractor Vacant Positions: 148
 Contractor Total Positions: 434

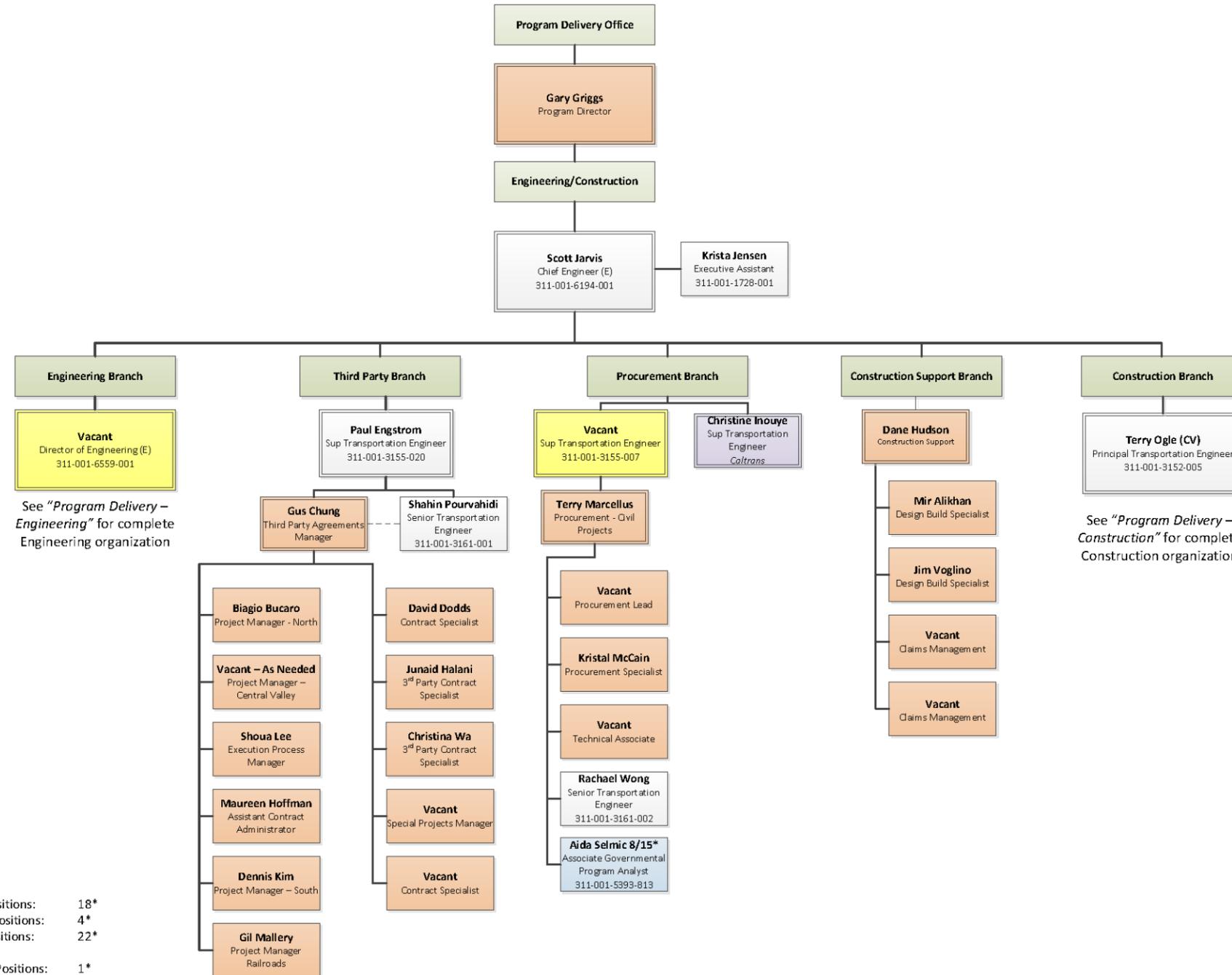
Revised: 7/18/16

Page 1

Approved By: _____ Date: _____



2. Program Delivery Office



Legend

Vacant	RA/SA
Filled	On-Loan
Future	RDP
Position pending re-class or re-direction	KPMG
PCM	

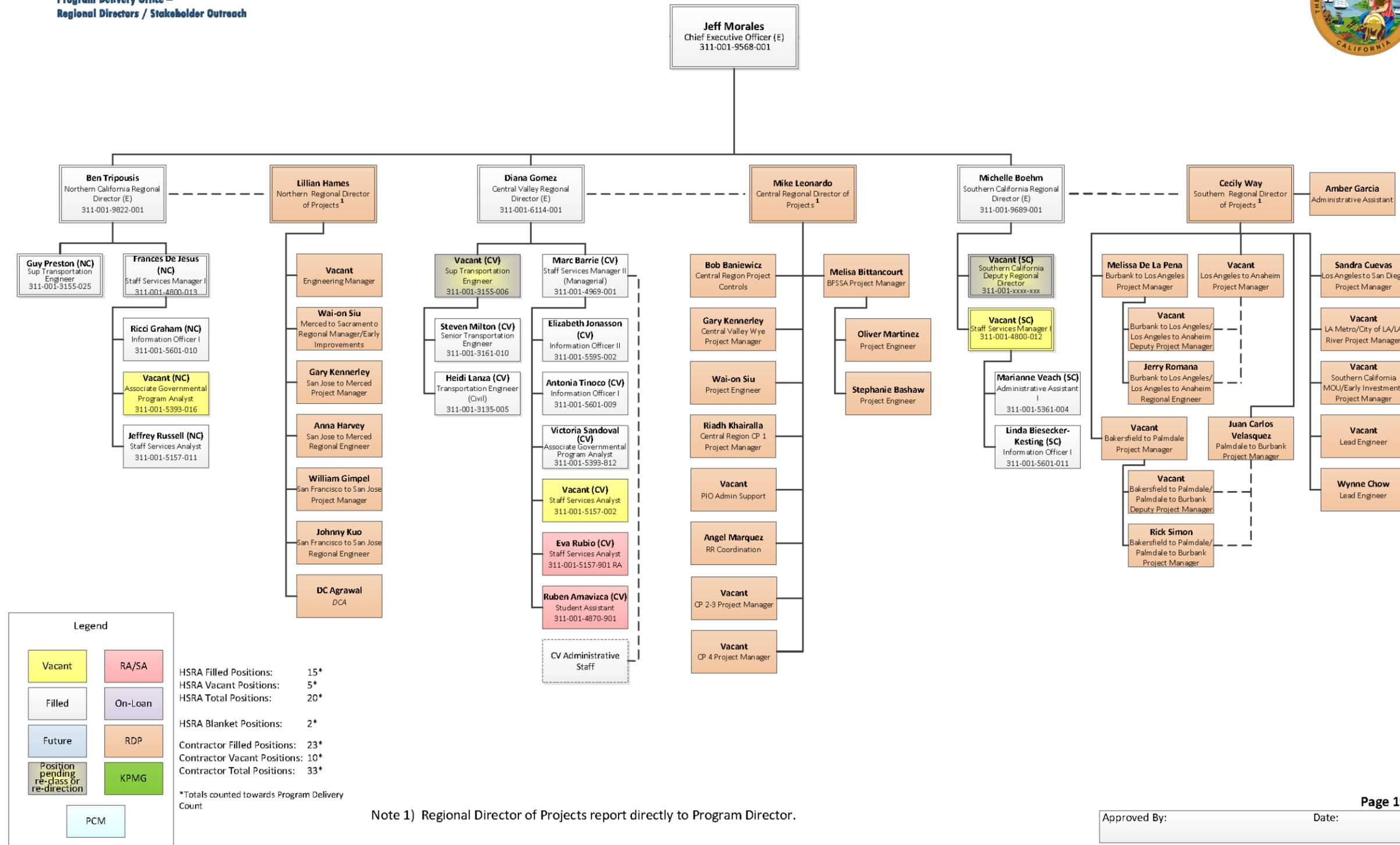
HSRA Filled Positions: 18*
 HSRA Vacant Positions: 4*
 HSRA Total Positions: 22*
 HSRA Blanket Positions: 1*
 Contractor Filled Positions: 13*
 Contractor Vacant Positions: 6*
 Contractor Total Positions: 19*

*Totals counted towards Program Delivery Count

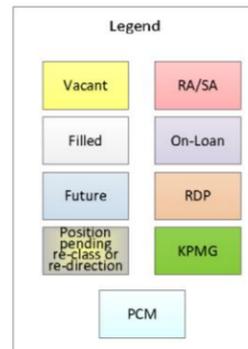
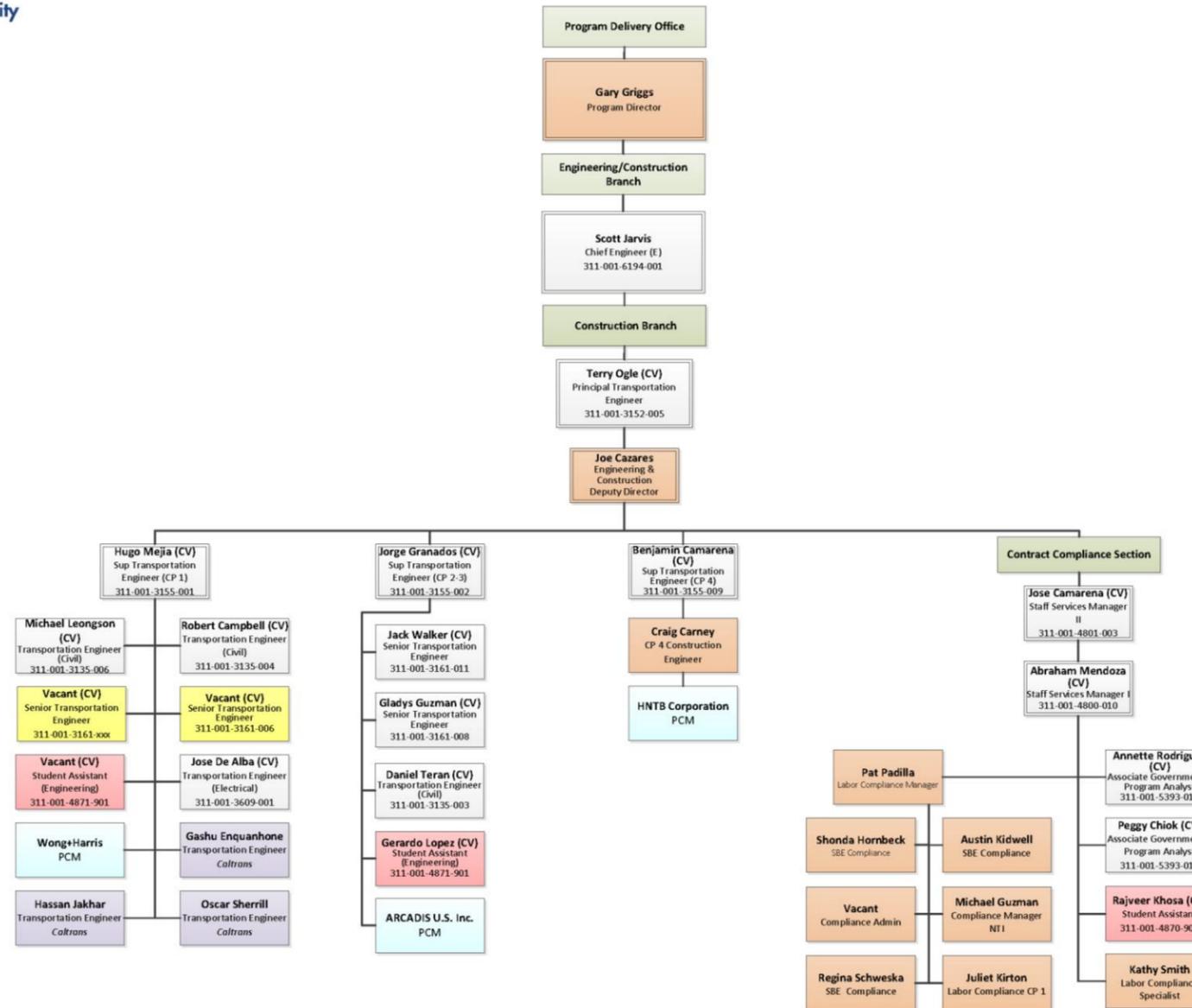
*Aida Selmic will not count toward filled count until 8/15 as she is currently in Financial/Contract Administration



3. Program Delivery Office - Regional Directors/Stakeholders Outreach



4. Program Delivery Office - Construction Branch



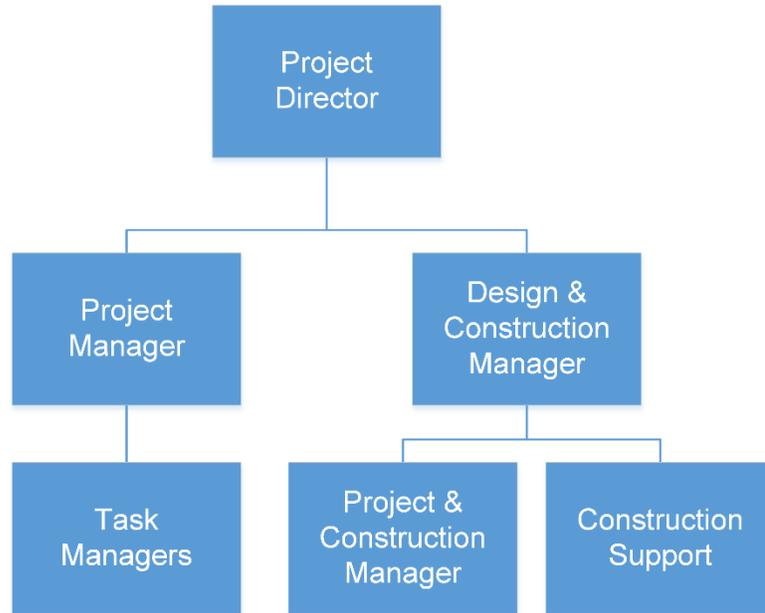
HSRA Filled Positions: 19*
 HSRA Vacant Positions: 3*
 HSRA Total Positions: 22*
 HSRA Blanket Positions: 3*
 Contractor Filled Positions: 3*
 Contractor Vacant Positions: 4*
 Contractor Total Positions: 7*
 *Totals counted towards Program Delivery Count

Approved By: _____ Date: _____
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5. Construction Package Typical Organization Chart

**California High-Speed Rail
Construction Package
Typical Organization**



Each of the construction packages will be led by a Project Director. The Task Managers will report to the Project Manager for project support in the areas of environmental, engineering, right of way, third party, railroad, etc. Some of this support staff will be provided by the PCM. The Design and Construction Manager will serve as the Contract Manager.

July 1, 2016 - GREG



Appendix C: Authority's Approval Matrix for Design-Build Construction Packages



Approval Matrix for Design-Build Construction Packages

Responsibility	Change Control Committee (CCC) Concurrence	Project Level		Program Level			Executive Level		Authorization Reference/Comments	
		Authority's Design & Construction Manager (DCM)	Authority's Director of Design & Construction (DDC)	Authority's Chief Engineer (CE)	Authority's Chief Program Manager (CPM)	Authority's Chief Deputy Director (CDD)	Authority's Chief Executive Officer (CEO)	Authority's Board of Directors		
Design-Build Construction Packages (CP)										
Procurement										
Contract Approval								X	No authorization below Board of Directors.	
Contract Execution							X		Per Board Resolution for specific contract authorization	
Contract Notice-to-Proceed Letter (associated with contracts previously approved by the Board)		Recommend	X							
Contract Change Orders										
Directive Letter requesting cost proposal only from D-B, but no authorization to proceed.		X								
Directive Letter requesting cost proposal from D-B and authorizing D-B to proceed with extra work less than \$2 million		X							HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR 12-24; Approved DOA dated September 17, 2013; CCC review of changes below \$5 million to be on an as needed basis determined by a review committee.	
Change Order less than \$2 million		X							HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR 12-24; Approved DOA dated September 17, 2013; CCC review of changes below \$5 million to be on an as needed basis determined by a review committee.	
Change Order or Directive Letter authorizing D-B to proceed with extra work (More than or equal to \$2 million, but not to exceed \$5 million)	As needed	Recommend	X						HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR 12-24; Approved DOA dated September 17, 2013; CCC review of changes below \$5 million to be on an as needed basis determined by a review committee.	
Cumulative value of changes related to a single topic or project element (greater than \$5 million)	Review and Concur	Recommend	Recommend	X					HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR 12-24; Delegation Letters 14-05 & 14-05-01; Approved DOA dated September 17, 2013; When changes exceed \$5 million or a subsequent change causes the cumulative value to exceed \$5 million, All related or subsequent changes shall be presented to the CCC for concurrence.	
Change Order or Directive Letter (greater than \$5 million)	Review and Concur	Recommend	Recommend	X					HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR 12-24; Delegation Letters 14-05 & 14-05-01; Approved DOA dated September 17, 2013; When changes exceed \$5 million or a subsequent change causes the cumulative value to exceed \$5 million, All related or subsequent changes shall be presented to the CCC for concurrence.	
Increase of Contract Contingency				Recommend				Recommend	X	No authorization below Board of Directors. Cumulative delegation value for change orders cannot exceed the Board approved contingency value, refer to CP specific Board Resolution.
Provisional Sums (by Task Order)		X								HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR12-24/#HSRA13-12; Delegation Letters 14-05 & 14-05-01; Approved DOA dated September 17, 2013; Use of provisional sums to be documented & reported to DCPM & CPM. Requires regular reporting to Finance/Audit Committee.
Contract Administration										
Contract Administration functions		X								Contract HSR13-06 (GP Section 3.1) - HSRA Board Policy #11-001; Approved DOA dated September 17, 2013.
Notice-to-Proceed (NTP) Letter		Recommend								Contract HSR13-06 (GP Section 3.1) - HSRA Board Policy #11-001; Approved DOA dated September 17, 2013.
Monthly Invoices		X								
Ready for Construction Design Approval (Per General Provisions)		X								
Suspension of Work Letters (for Cause or Convenience)		Recommend	X							
Time Extensions										



Updated July 7, 2016

Approval Matrix for Design-Build Construction Packages

Responsibility	Change Control Committee (CCC) Concurrence	Project Level		Program Level			Executive Level		Authorization Reference/Comments	
		Authority's Design & Construction Manager (DCM)	Authority's Director of Design & Construction (DDC)	Authority's Chief Engineer (CE)	Authority's Chief Program Manager (CPM)	Authority's Chief Deputy Director (CDD)	Authority's Chief Executive Officer (CEO)	Authority's Board of Directors		
Time Extensions (Only affects single contract)	Review and Concur	Recommend	X						Approved DOA dated September 17, 2013.	
Time Extensions (Potential impacts to other contracts)	Review and Concur		Recommend		X				Approved DOA dated September 17, 2013.	
Time Extensions (Potential impacts to Operational date)	Review and Concur			Recommend			X		Approved DOA dated September 17, 2013.	
Disputes (GP 51)										
Rejection of Request for Change Order		X							Approved DOA dated September 17, 2013.	
Issues Resolution Ladder (Partnering process)		Step 1	Step 2	Step 3					3 Steps in resolution ladder, before DRB. Actual resolution ladder to be mutually agreed to through partnering. Contract HSR13-06.	
Written Authority final decision - post partnering		Recommend	Recommend	X					Approved DOA dated September 17, 2013.	
Response Letter to written appeal to CEO or designee (less than or equal to \$50 million)				X						Contract HSR13-06 (GP 51.1) for conditions of appeal. Approved DOA dated September 17, 2013.
Response Letter to written appeal to CEO or designee (greater than \$50 million)				Recommend				X		Contract HSR13-06 (GP 51.1) for conditions of appeal. Approved DOA dated September 17, 2013.
Notice of Intent to appeal Dispute Resolution Board decision (greater than \$1 million)				X						Contract HSR13-06 (GP 51.1) for conditions of appeal. Approved DOA dated September 17, 2013.
DB Contract Breach/Termination										
Default/Breach of Contract Notice		Recommend	Recommend	Recommend			X		Requires legal counsel prior to issuance. Approved DOA dated September 17, 2013.	
Termination of Contract Letter									X	
Third Party Agreements										
Approve and execute any agreements and amendments to:										
Utility Relocations - Task Orders or Utility Agreements (Included Entities)		X							Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-01, 14-05 & 14-05-01. SB 1029; PUC §185036 <i>et seq</i>	
Utility Reimbursement or other contract up to \$1 million				X					Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-01, 14-05 & 14-05-01. SB 1029; PUC §185036 <i>et seq</i>	
3rd Party/Stakeholder Agreements (agreements greater than \$5 million)								X	Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-01, 14-05 & 14-05-01. SB 1029; PUC §185036 <i>et seq</i>	
Railroad Agreements (agreements less than or equal to \$1 million)					X				Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-01, 14-05 & 14-05-01. SB 1029; PUC §185036 <i>et seq</i>	
Amendments for Contracts less than or equal to \$1 million after amendment				X					Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letter #14-05.	
Amendments for Contracts less than or equal to \$5 million after amendment						X			Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001.	
Approve and execute changes or Amendments to Contracts between \$5 million and \$10 million to cumulative increases of 25% of the original contract amount, or \$250,000, whichever is greater, and time extensions up to 25% of the contract term						X			Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001.	
Approve and execute changes or Amendments to Contracts over \$10 million to cumulative increases of 10% of the original contract amount, or \$2,500,000, whichever is greater, and time extensions up to 25% of the contract term						X			Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001.	
All other contract amendments for price								X	No delegation below Board of Directors without specific authorization.	



Updated July 7, 2016

Approval Matrix for Design-Build Construction Packages

Responsibility	Change Control Committee (CCC) Concurrence	Project Level		Program Level			Executive Level		Authorization Reference/Comments
		Authority's Design & Construction Manager (DCM)	Authority's Director of Design & Construction (DDC)	Authority's Chief Engineer (CE)	Authority's Chief Program Manager (CPM)	Authority's Chief Deputy Director (CDD)	Authority's Chief Executive Officer (CEO)	Authority's Board of Directors	
Non-Monetary Agreements				X					Board Resolutions #HSRA 12-24 & 14-01; Board Policy HSRA 11-001, Delegation of Authority Letters #14-05 & 14-05-01. SB 1029; PUC §185036 et seq. Applies to non-monetary agreements including: Master, Cooperative, MOUs, and Insurance and Indemnity.
PCM Contracts									
PCM Contract Administration									
Contract Approval								X	
Contract Execution							X		
PCM Contract Notice-to-Proceed Letter (associated with contracts previously approved by the Board)		Recommend	X						
Annual Work Plan		X							
Contract Administration		X							
Contract Amendments							X		Increases up to 10% of original contract amount (or \$2,500,000, whichever is greater), and time extensions up to 25% of the contract term.
Breach of Contract Notice		Recommend	X						Requires legal counsel prior to issuance.
Monthly Invoices		X							
Other Contracts Necessary for Construction									
Procurement									
Release and Execute Procurement Contracts (greater than \$5 million)								Approve	No authorization below Board of Directors.
Execute Procurement Contracts (less than or equal to \$5 million)						X			HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR12-24; Delegation Letter 14-01
Execute Procurement Contracts (less than or equal to \$1 million)				X					HSRA Board Policy #11-001; Resolutions #HSRA11-09/#HSR12-24-Delegation Letters 14-05 & 14-05-01

Notes:

1. This is an updated version of the Delegation of Authority (DOA) previously approved by Jeff Morales for all Design-Build Construction Packages on September 21, 2015.
2. Indicated delegations represent the lowest level of delegation and can be moved up to the next level in the absence of the delegee.
3. In the event that the indicated position is filled on a permanent or temporary basis by consultant personnel, the delegation is automatically moved up to the next level filled by a State of California employee in the case of invoice approvals, change orders, or directive letters authorizing extra work to proceed.
4. In the event of the delegee's absence due to illness or vacation, the delegee may delegate their authority to a lower level in writing on a temporary basis, subject to the limitations in note 3.
5. Actions that do not authorize extra work or payment obligations on the Authority may be further delegated in writing to positions, consultants, and/or staff that report to the delegees indicated in this matrix.

Appendices:

- Appendix 1 - Board Resolutions specific to CP-1
- Appendix 2 - Board Resolutions specific to CP 2-3
- Appendix 3 - Board Resolutions specific to CP 4



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



Appendix E: Flowcharts

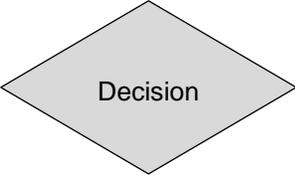
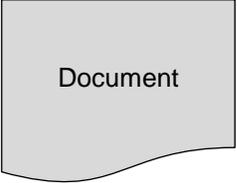


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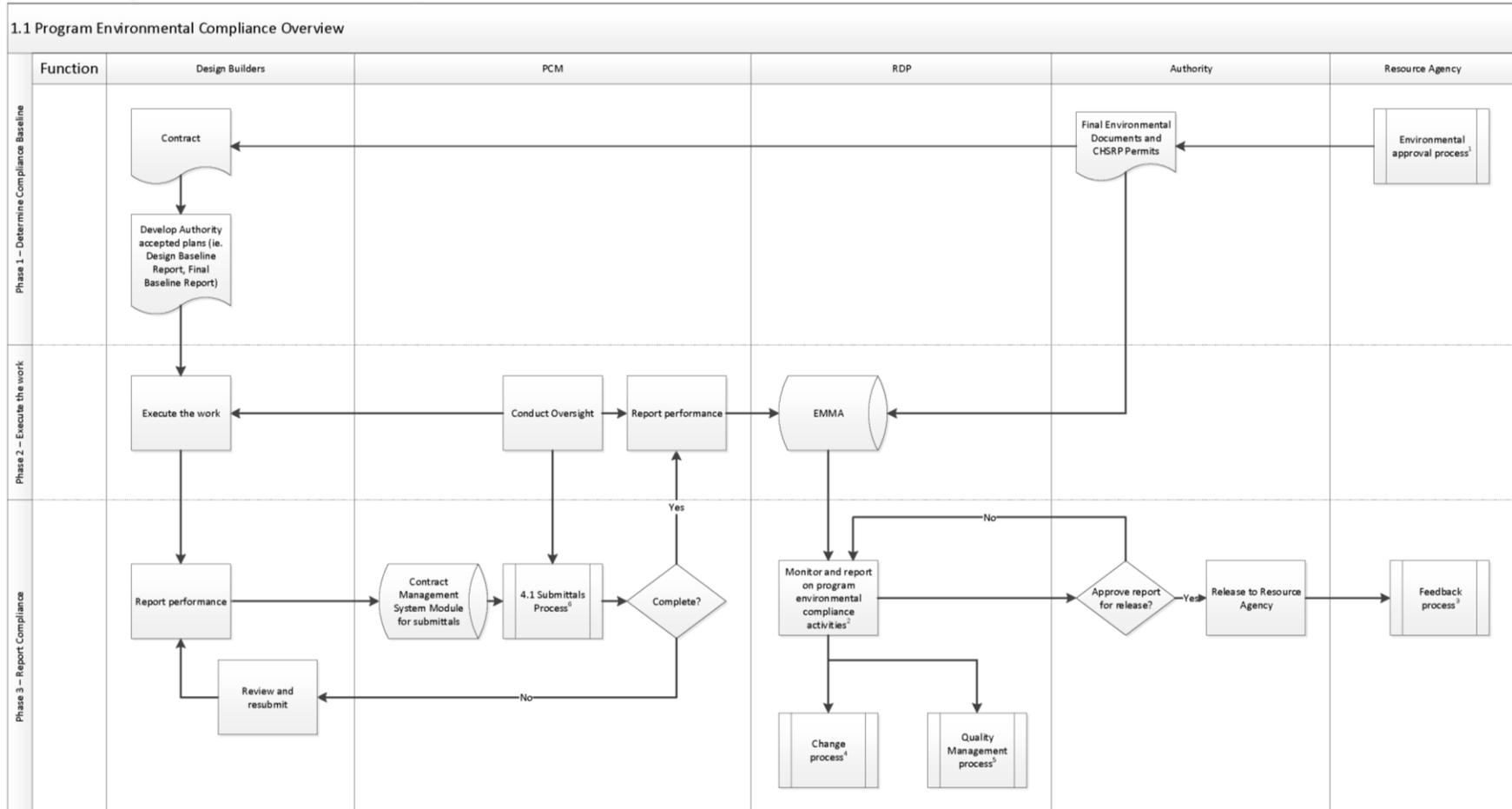
Flowchart Key

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

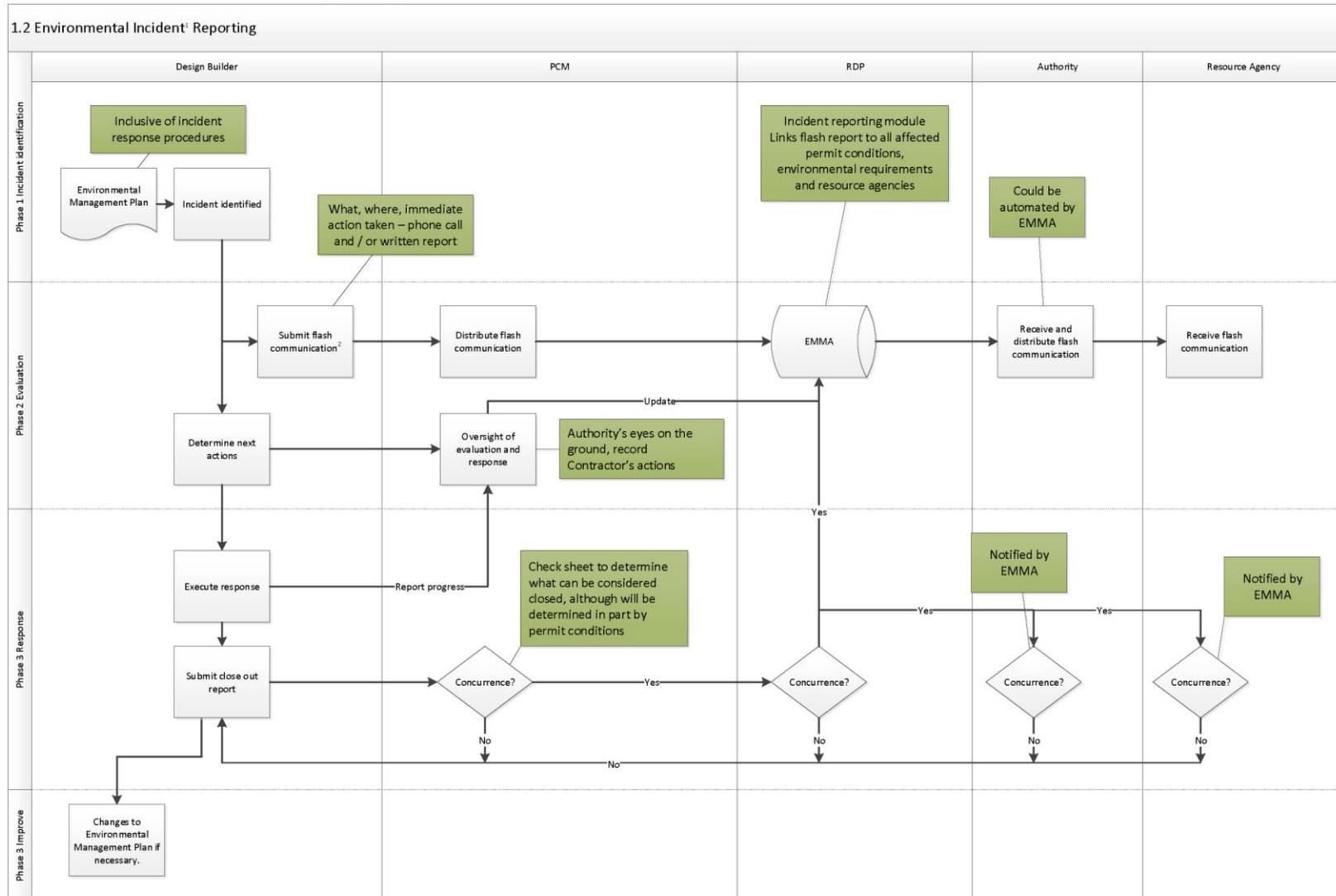
1.1 Program Environmental Compliance Overview



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

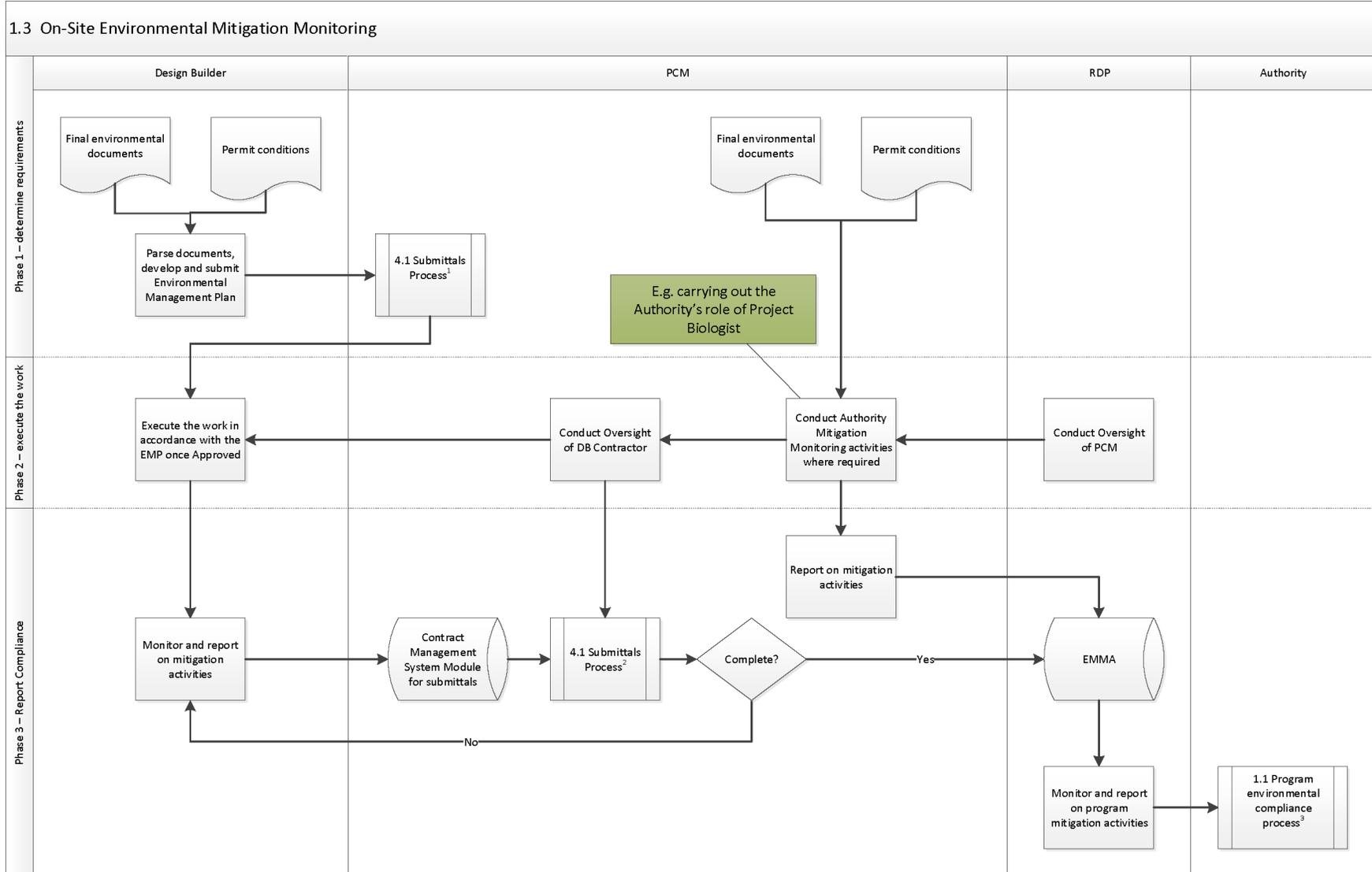


1. An "Incident" for this project means an incident or set of circumstances during or as a consequence of which there is or is likely to be a leak, spill or other escape or deposit of a substance, as a result of which pollution has occurred, is occurring or is likely to occur. It includes an incident 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.



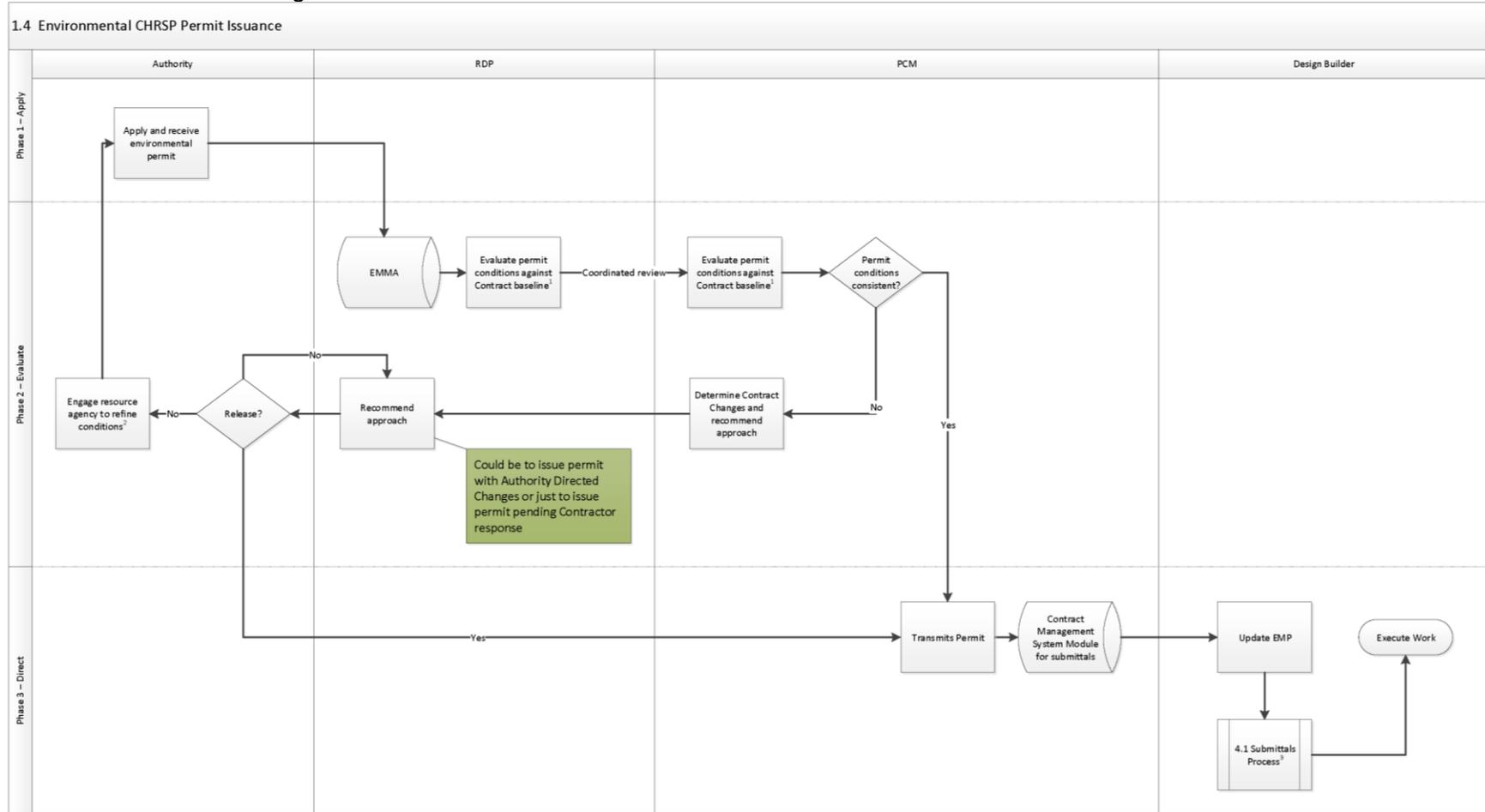
1.3 On-Site Environmental Mitigation Monitoring



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.



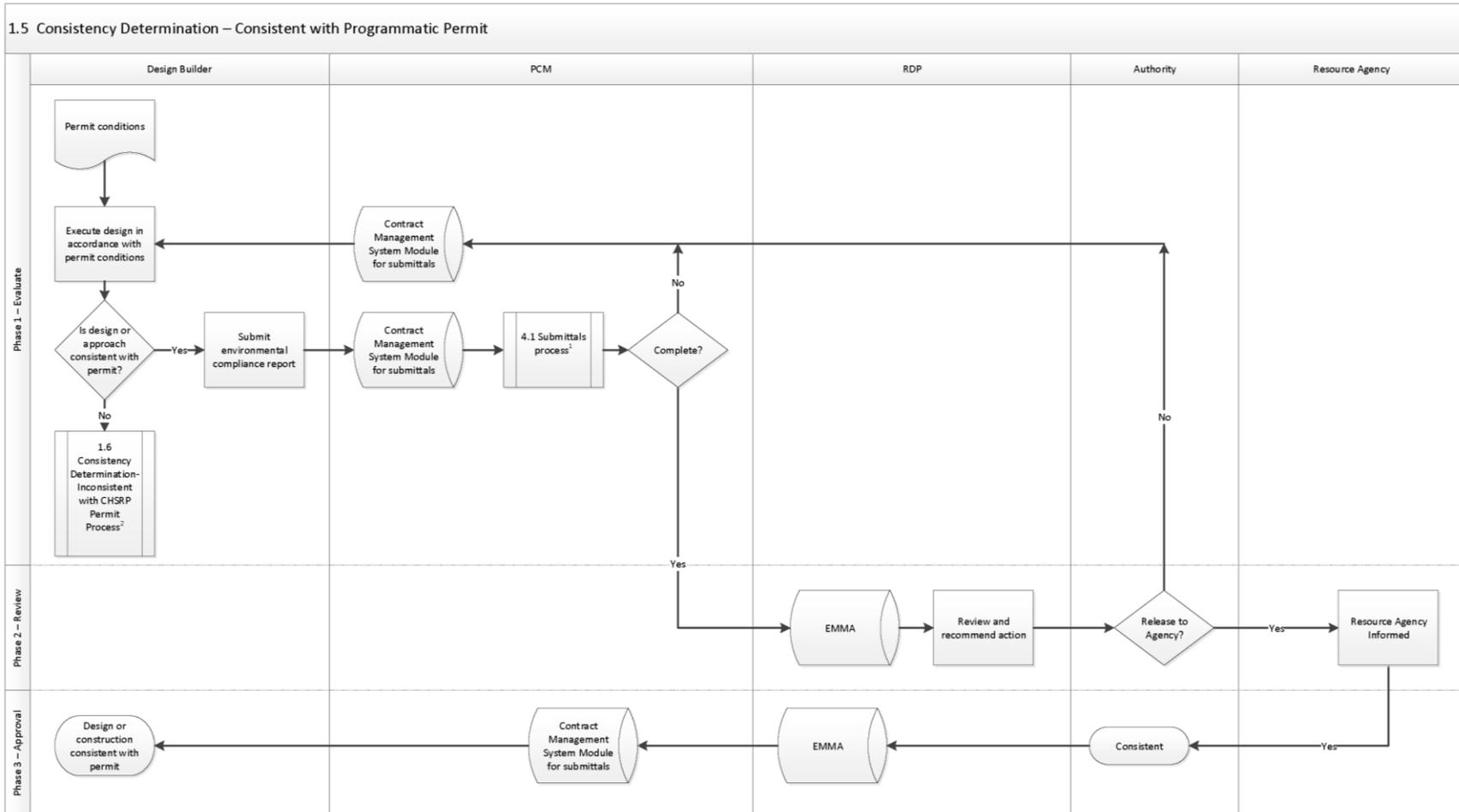
1.4 Environmental Programmatic Permit issuance



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.



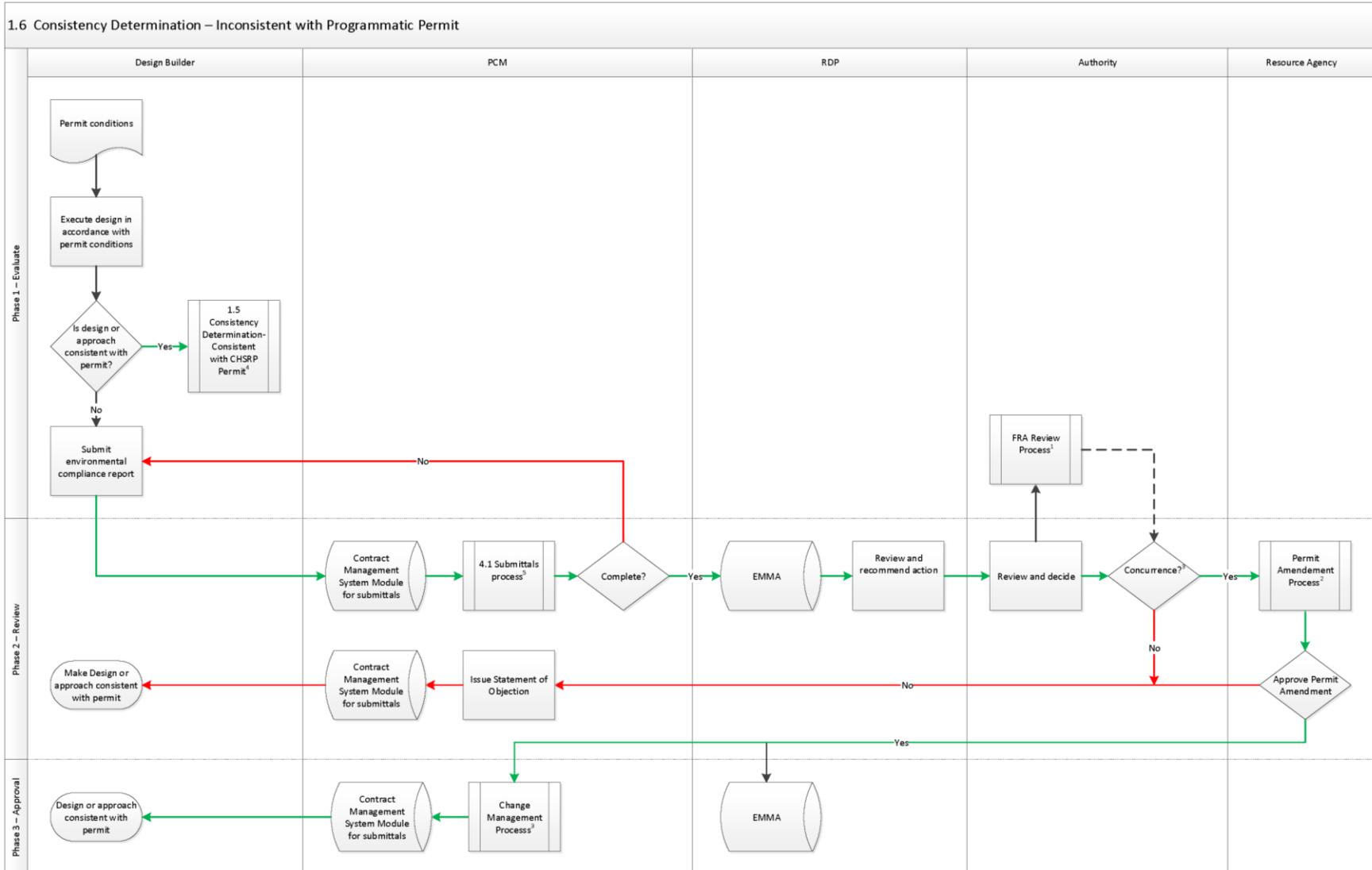
1.5 Consistency Determination-Consistent with Programmatic Permit



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.



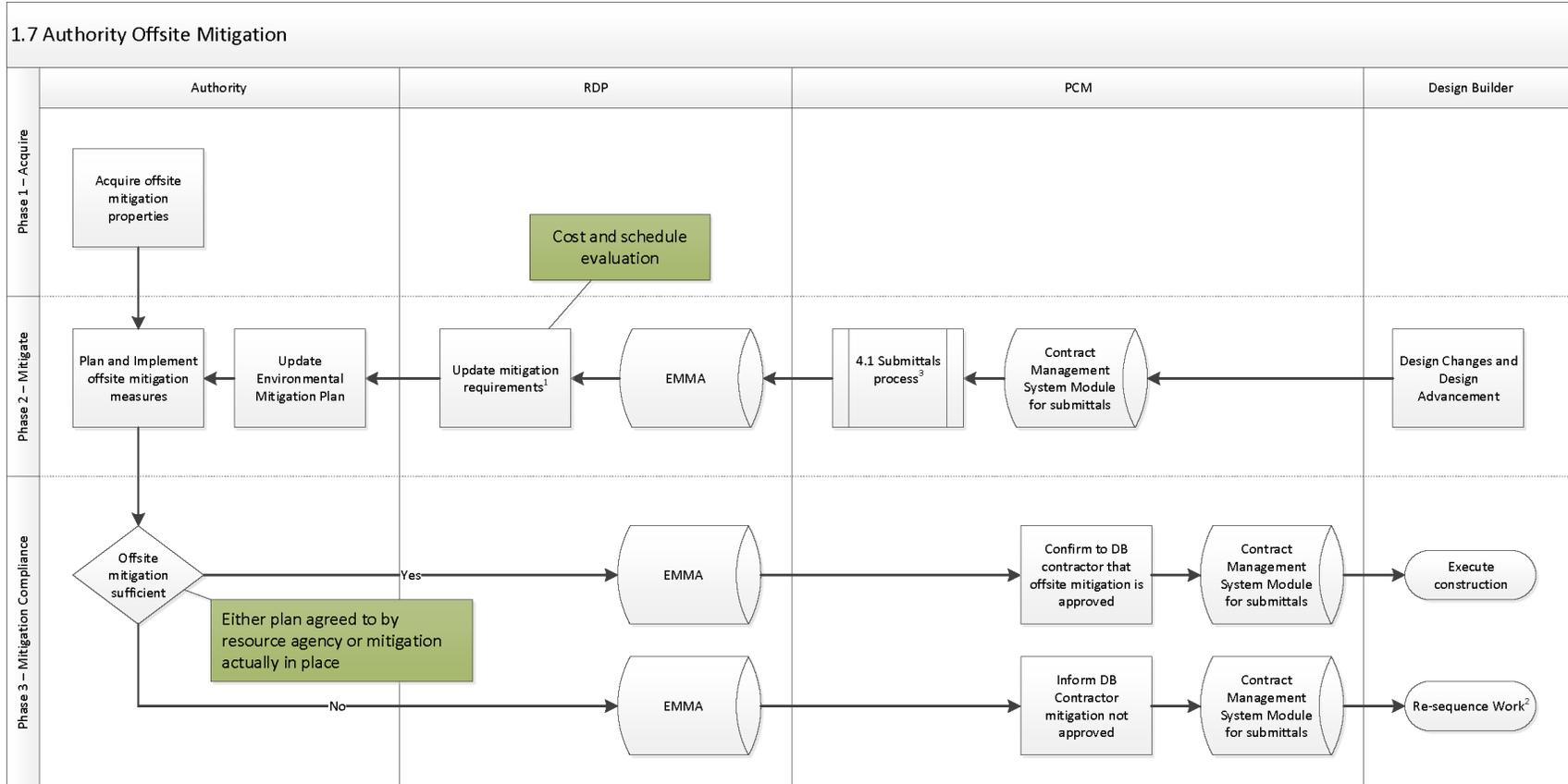
1.6 Consistency Determination-Inconsistent with Programmatic Permit



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

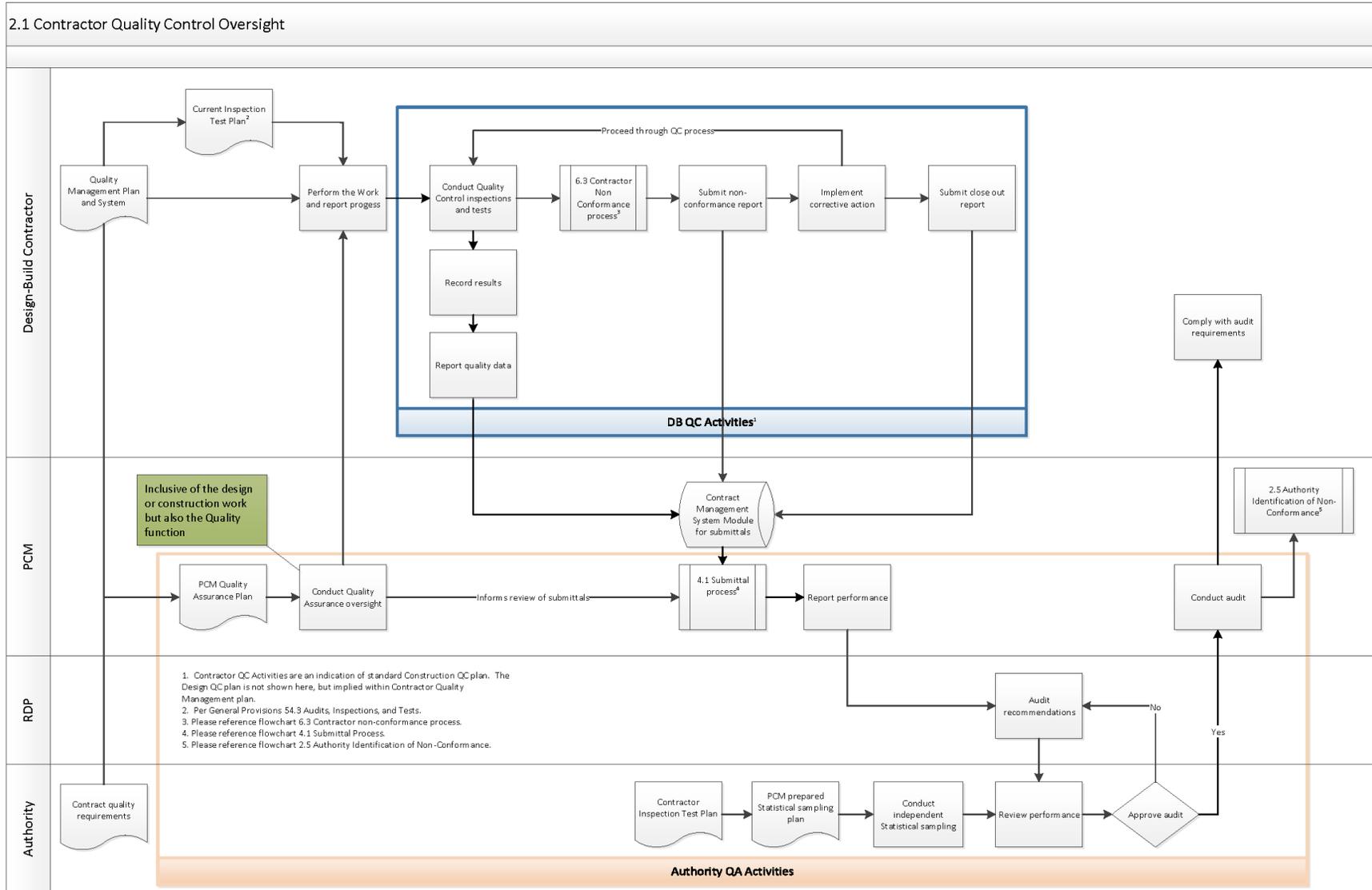


1. Mitigation acreage required, changes to mitigation requirements etc.
 2. Construction method or sequence could be modified to account for offsite mitigation delay
 3. Please reference flowchart 4.1 Submittals Process.



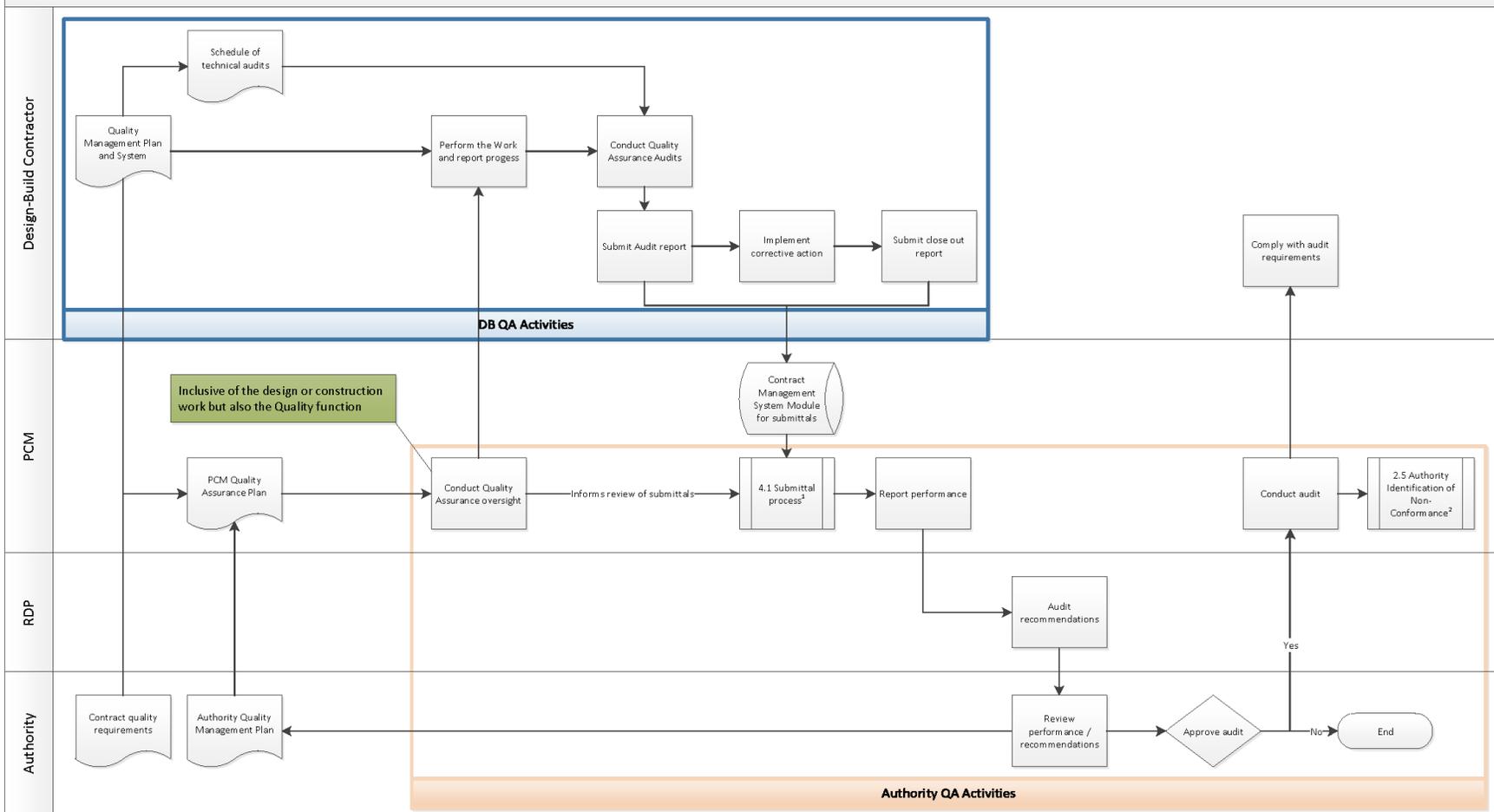
2.0 Quality Management Process

2.1 Contractor Quality Control Oversight



2.2 Contractor Quality Assurance Oversight

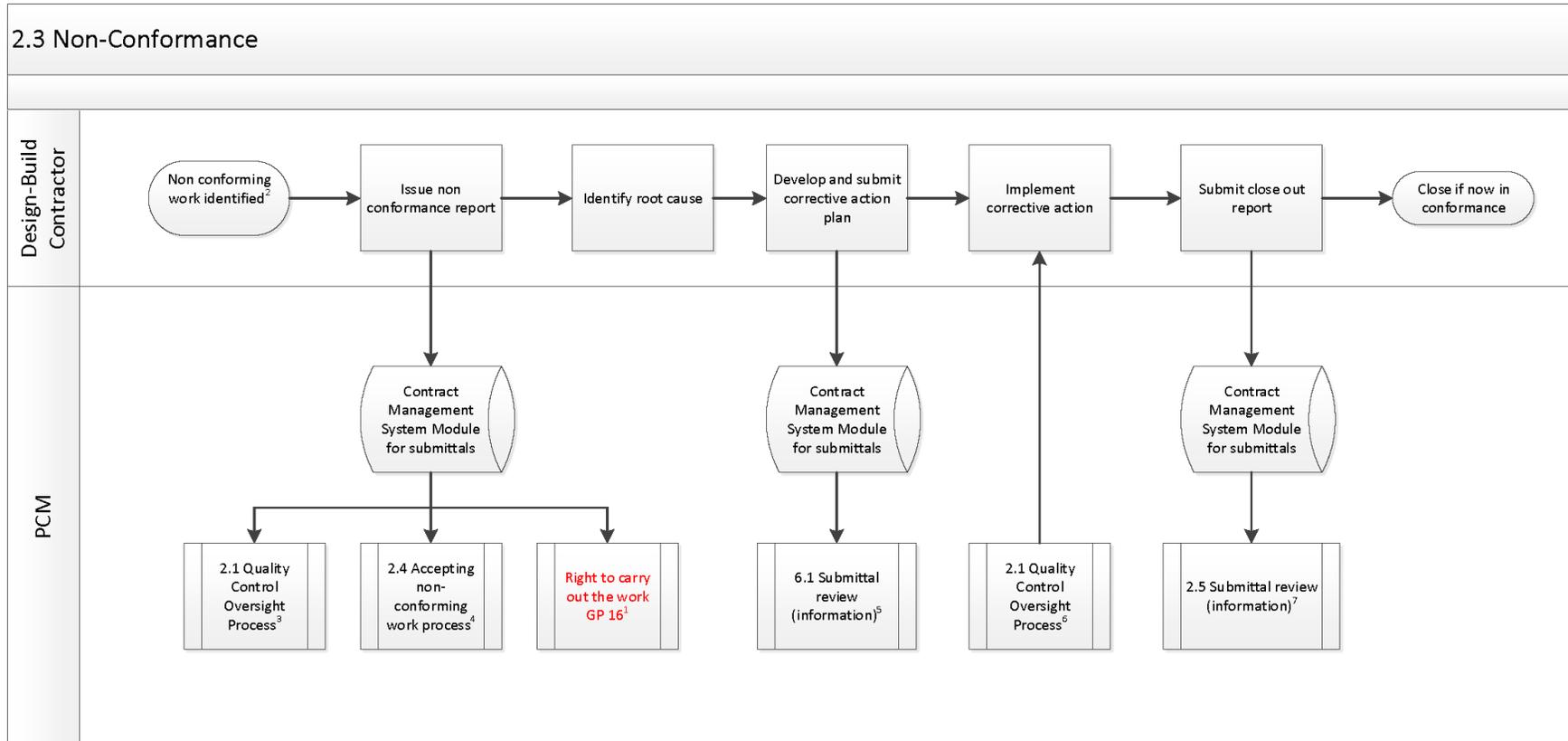
2.2 Contractor Quality Assurance Oversight



1. Please reference flowchart 4.1 Submittal Process.
 2. Please reference flowchart 2.5 Authority Identification of Non-Conformance.



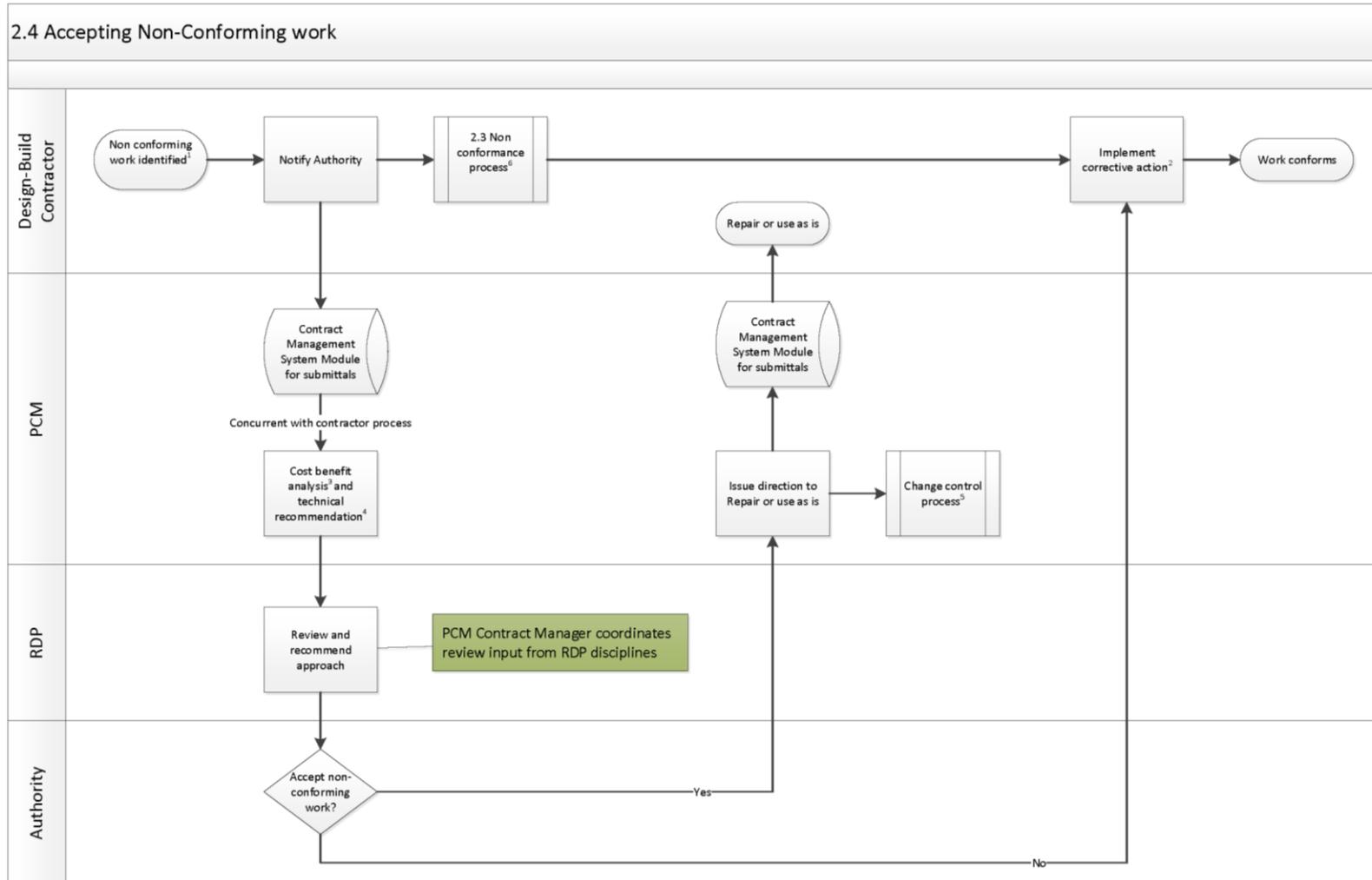
2.3 Non-Conformance



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).



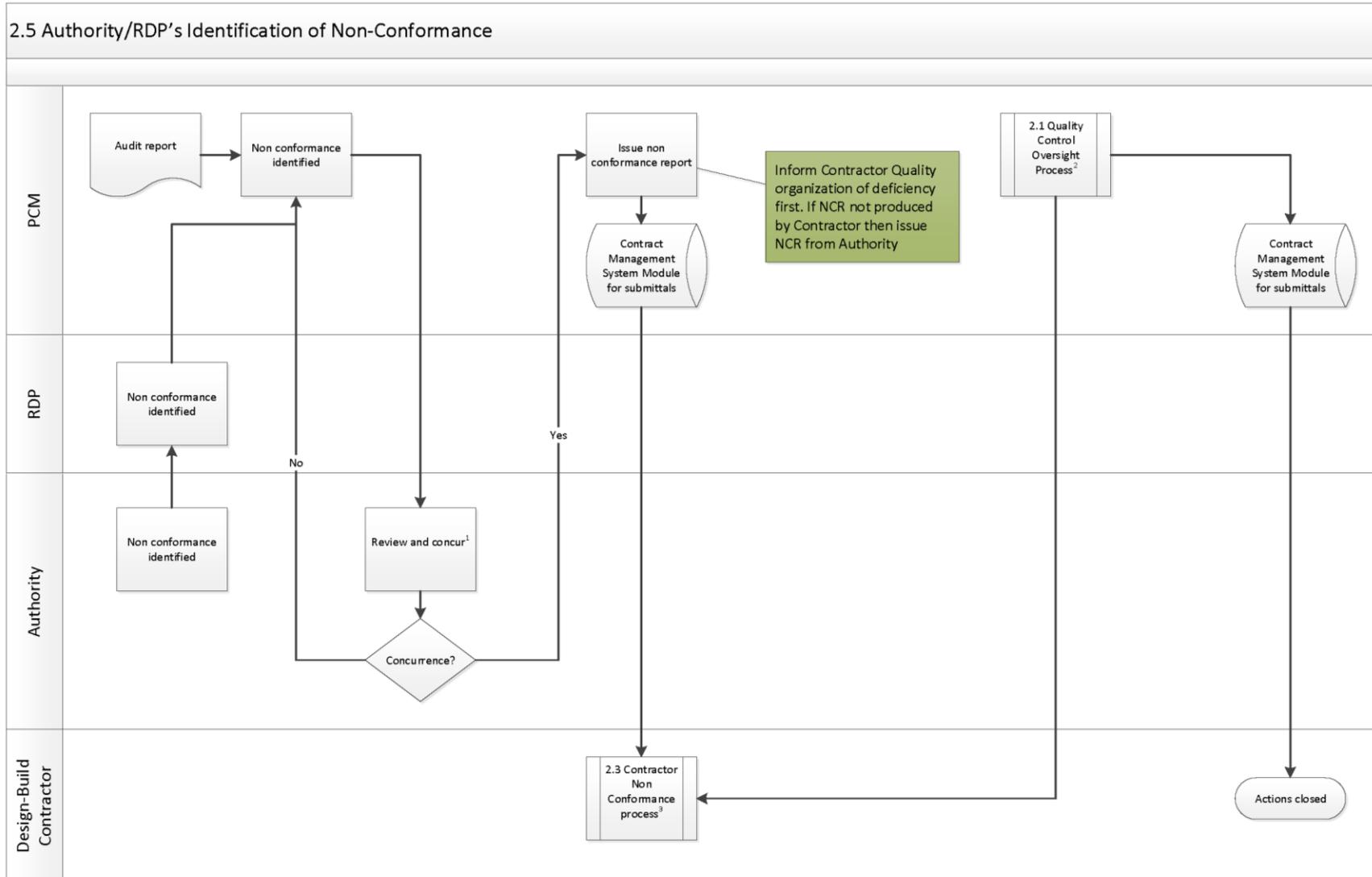
2.4 Accepting Non-Conforming Work



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 11.0 Changes and Claims in the PCM Manual.
6. Please reference flowchart 2.3 Non-Conformance Process.



2.5 Authority's Identification of Non-Conformance

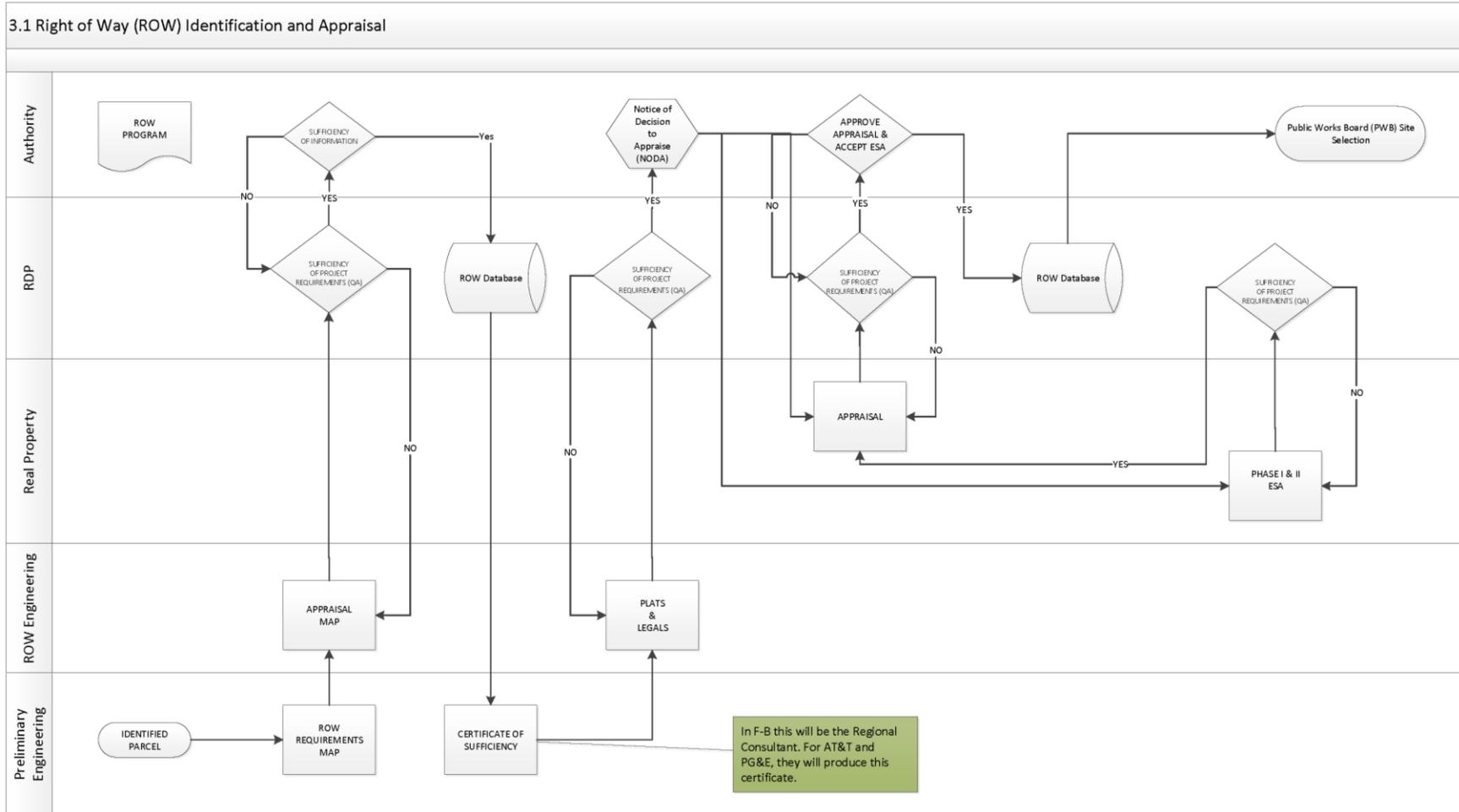


1. This step may not be required, possibly just an "inform" type action.
 2. Please reference flowchart 2.1 Quality control Oversight Process.
 3. Please reference flowchart 2.3 Contractor Non-Conformance Process.



3.0 Right of Way Process

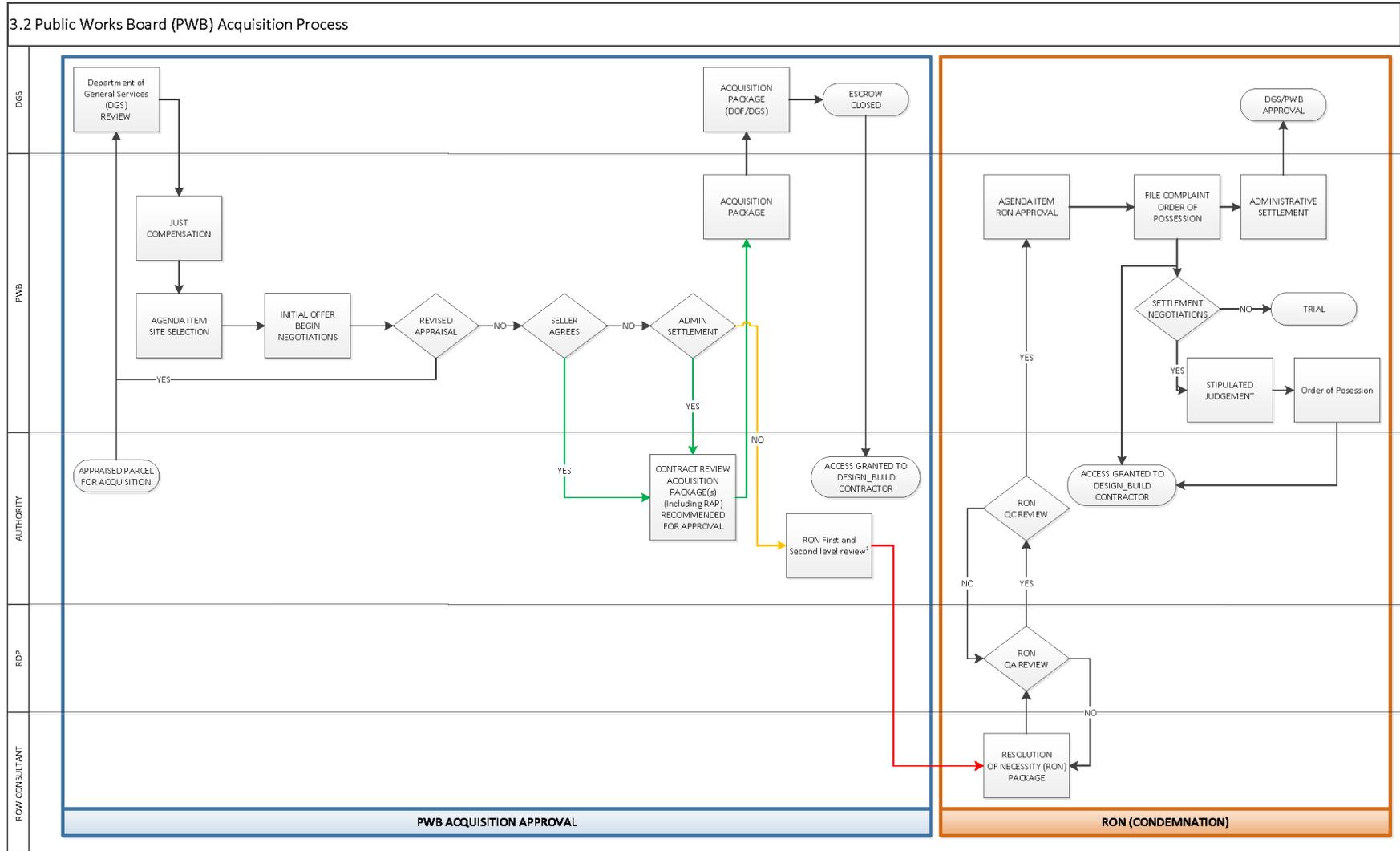
3.1 Right of Way Identification and Appraisal



NOTE: Flowchart included for Context.



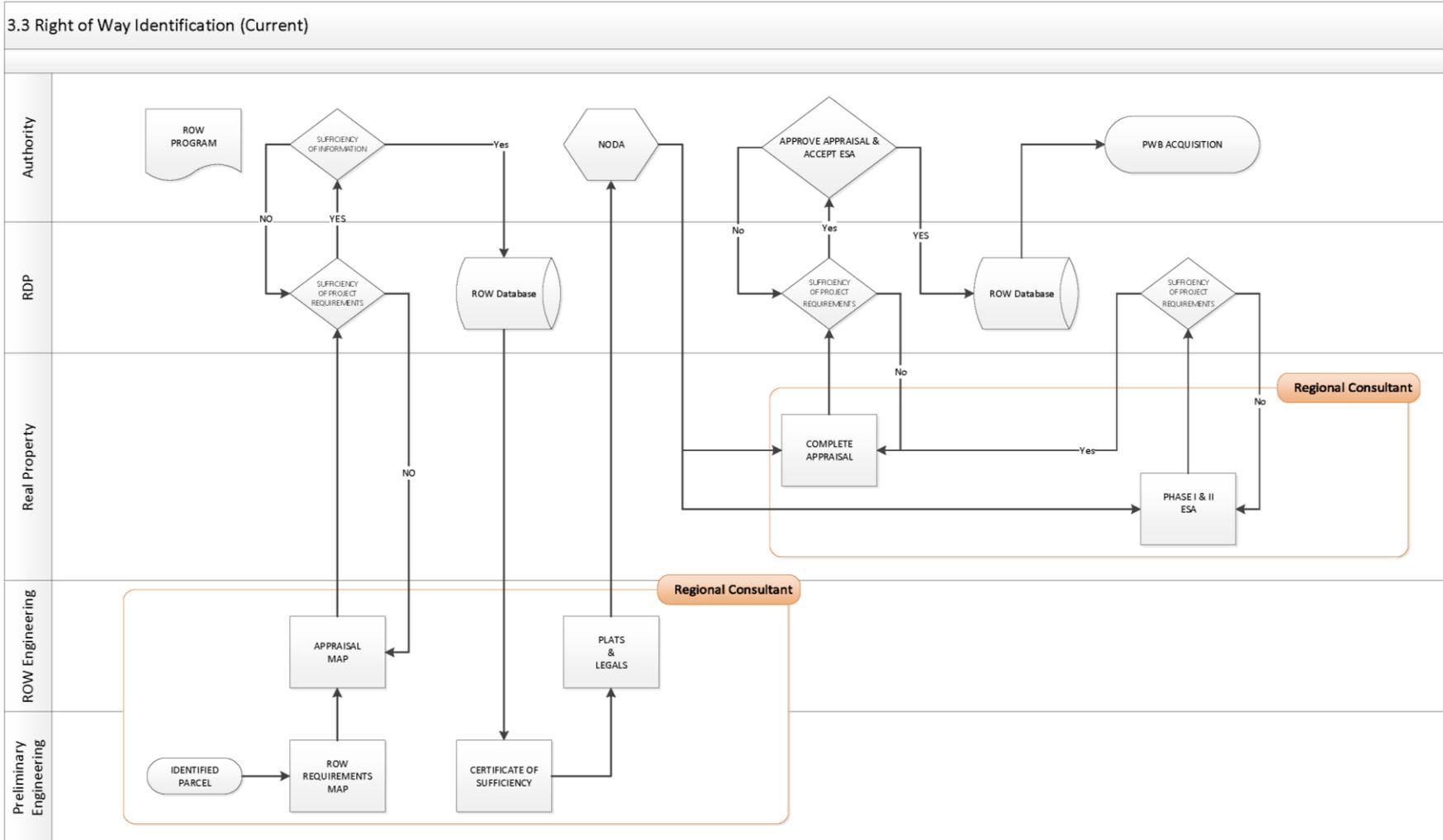
3.2 Public Works Board (PWB) Acquisition Process



NOTE: Flowchart included for Context.



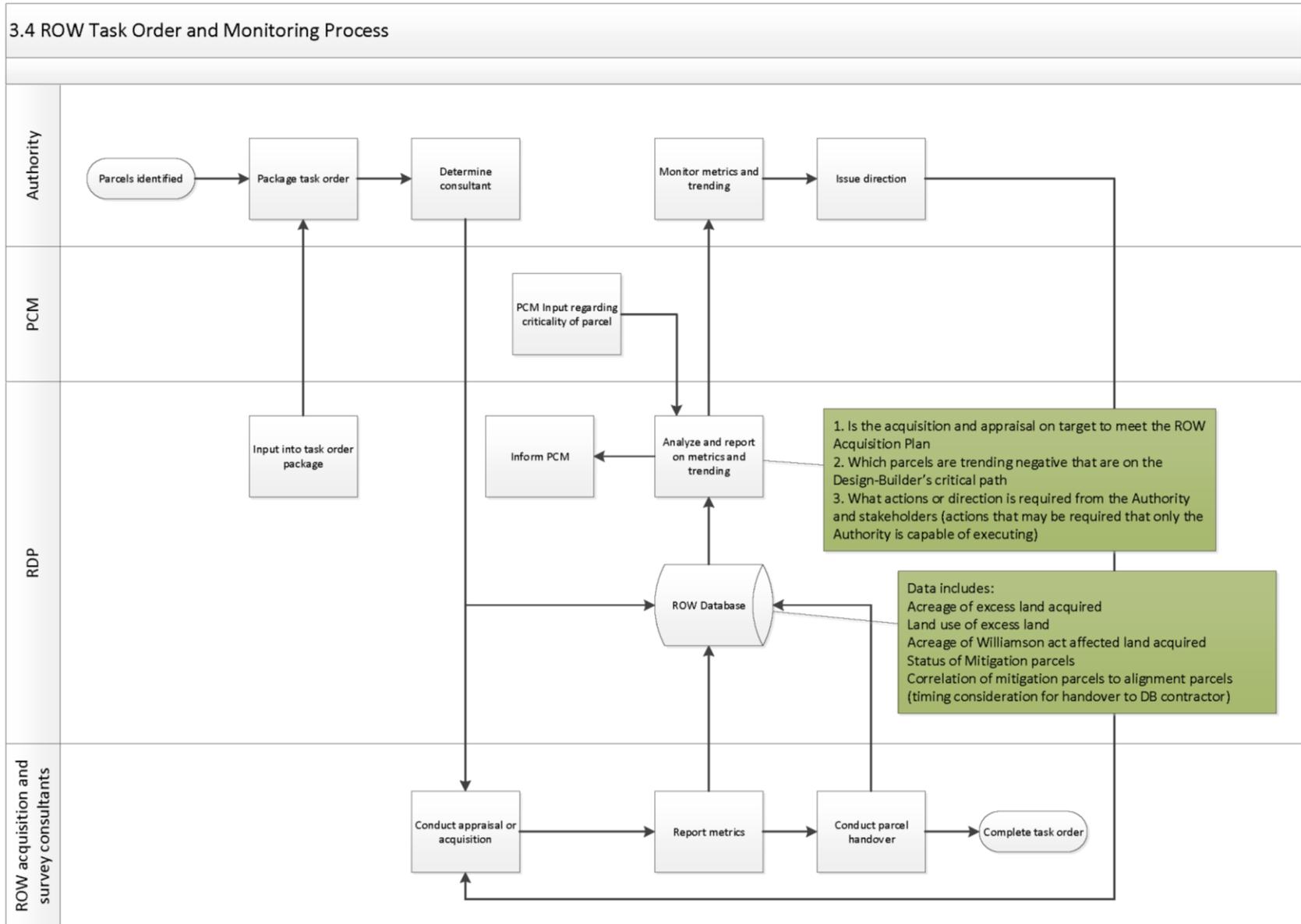
3.3 Right of Way Identification (Current)



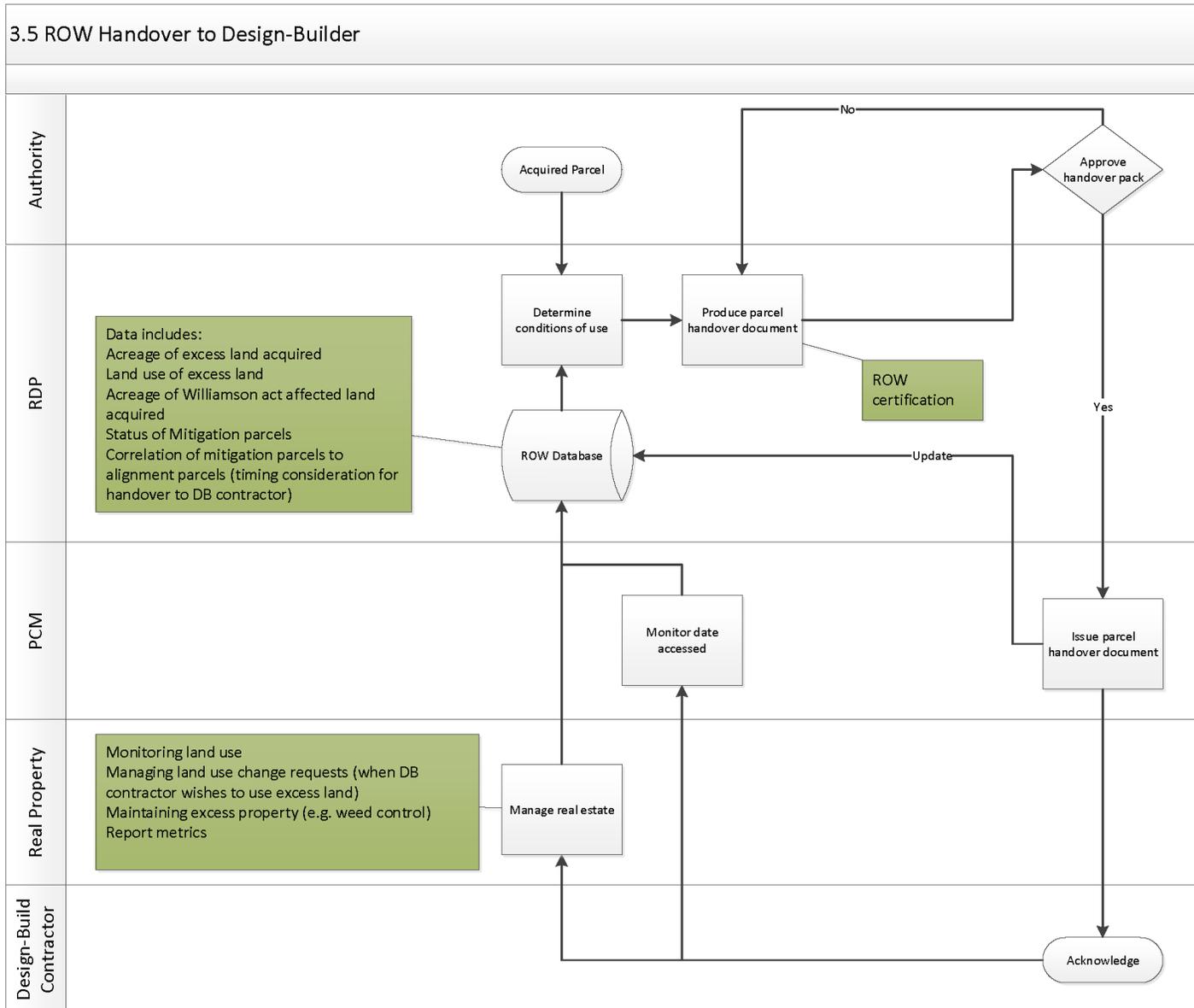
NOTE: Flowchart included for Context.



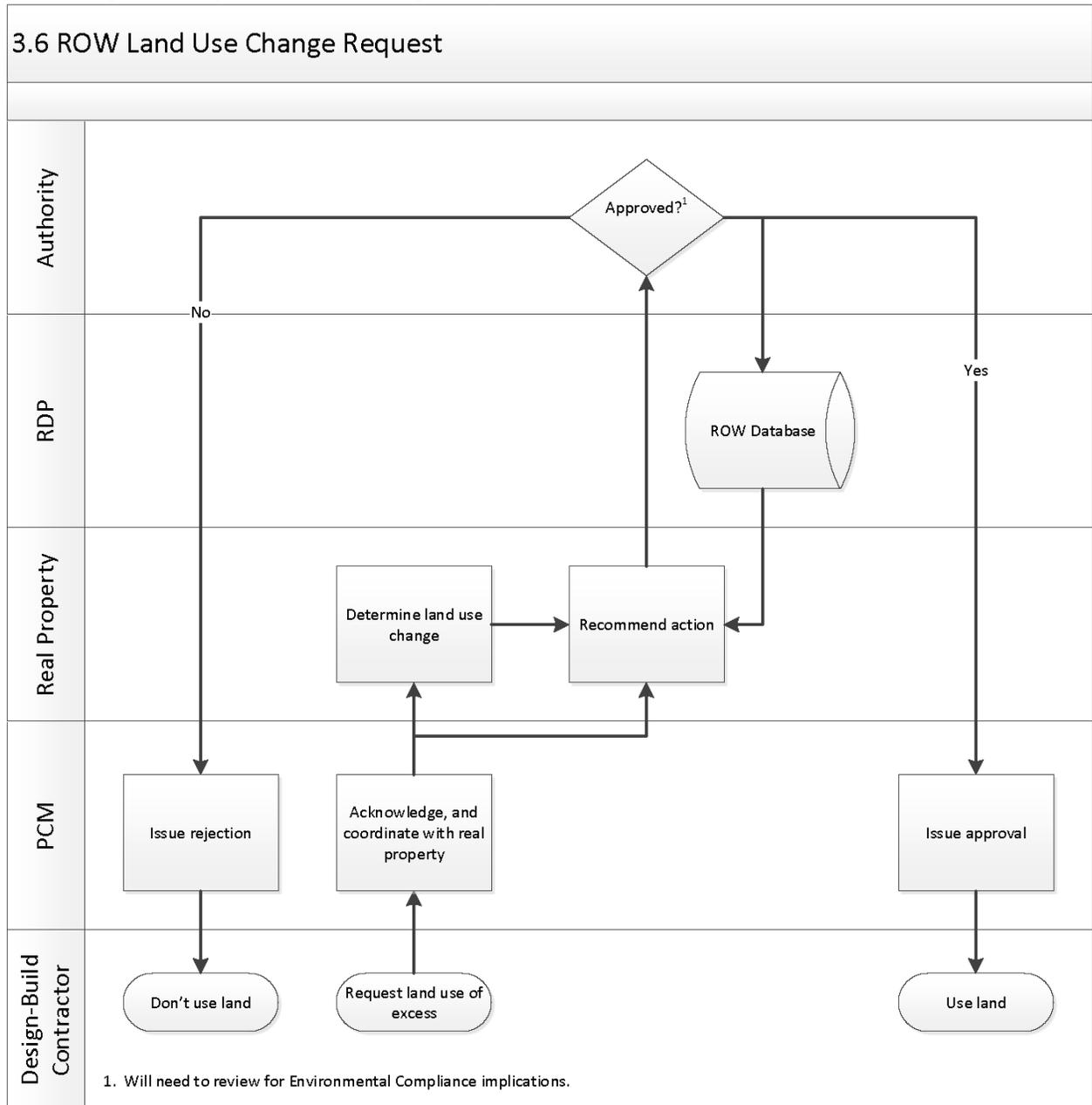
3.4 Right of Way Task Order and Monitoring Process



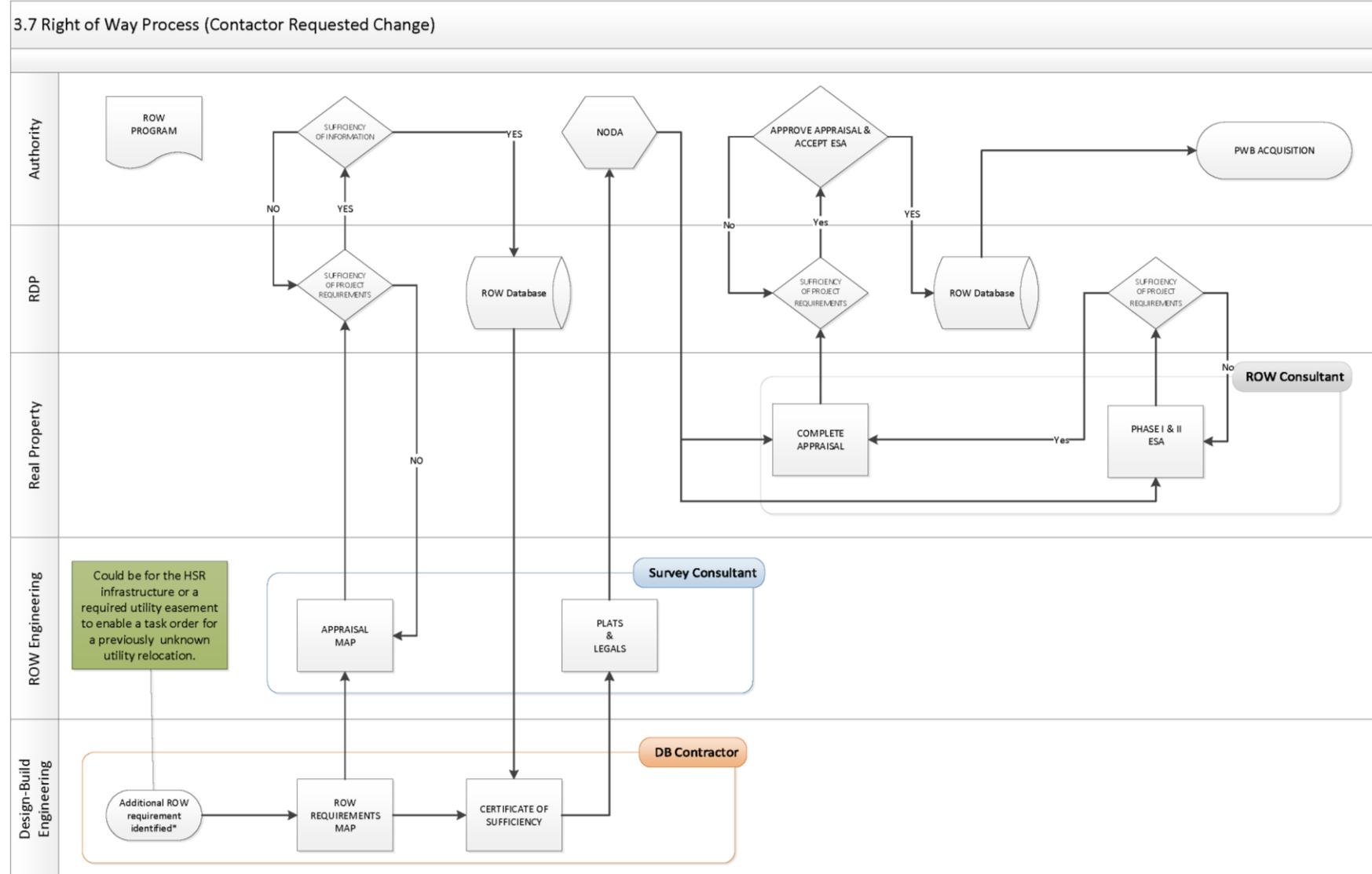
3.5 Right of Way Handover to Design-BUILDER



3.6 Right of Way Land Use Change Request



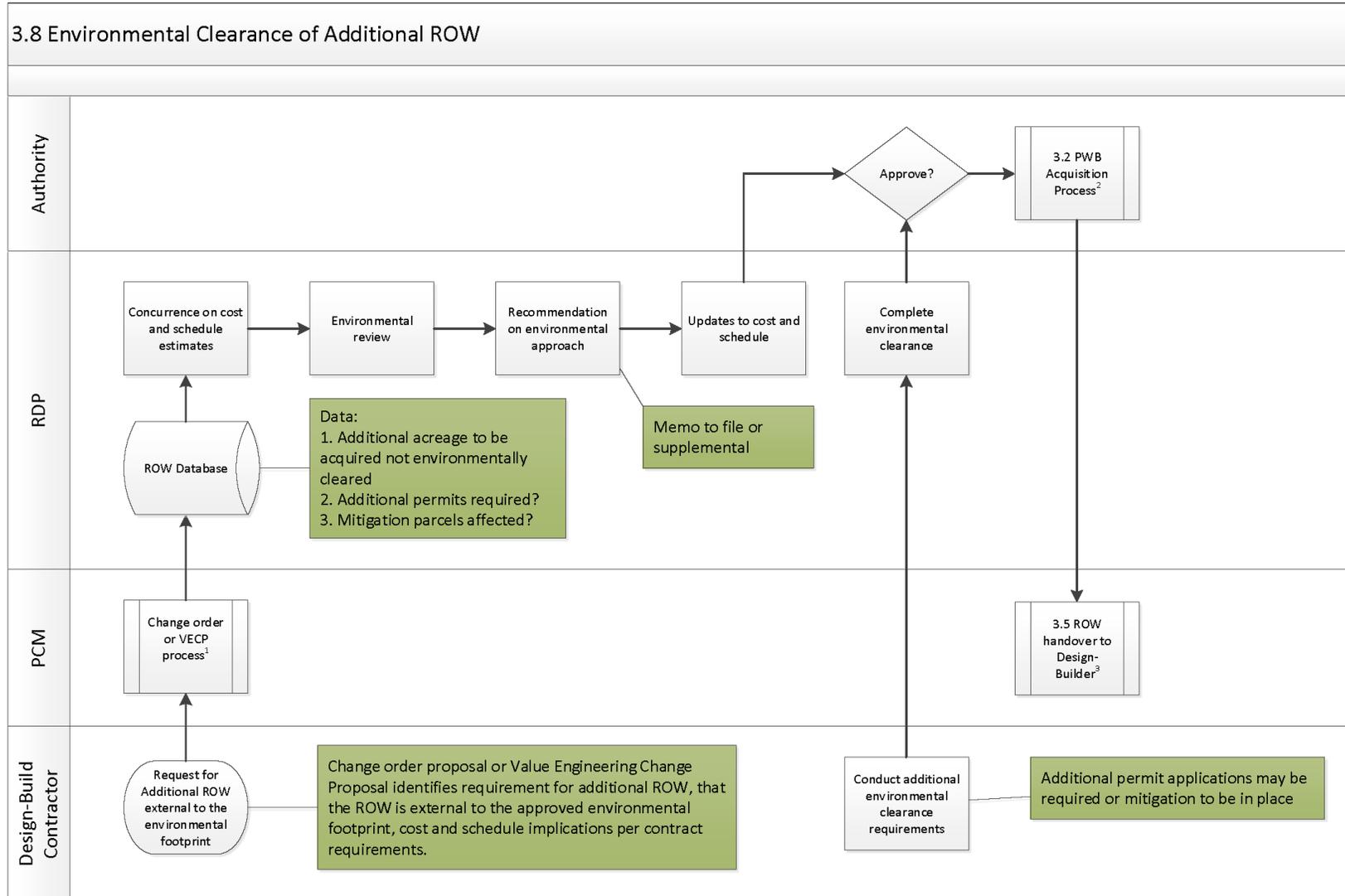
3.7 Right of Way Process (Contractor Requested Change)



* This assumes terms and process for approving the additional ROW has been approved to proceed.



3.8 Environmental Clearance of Additional Row

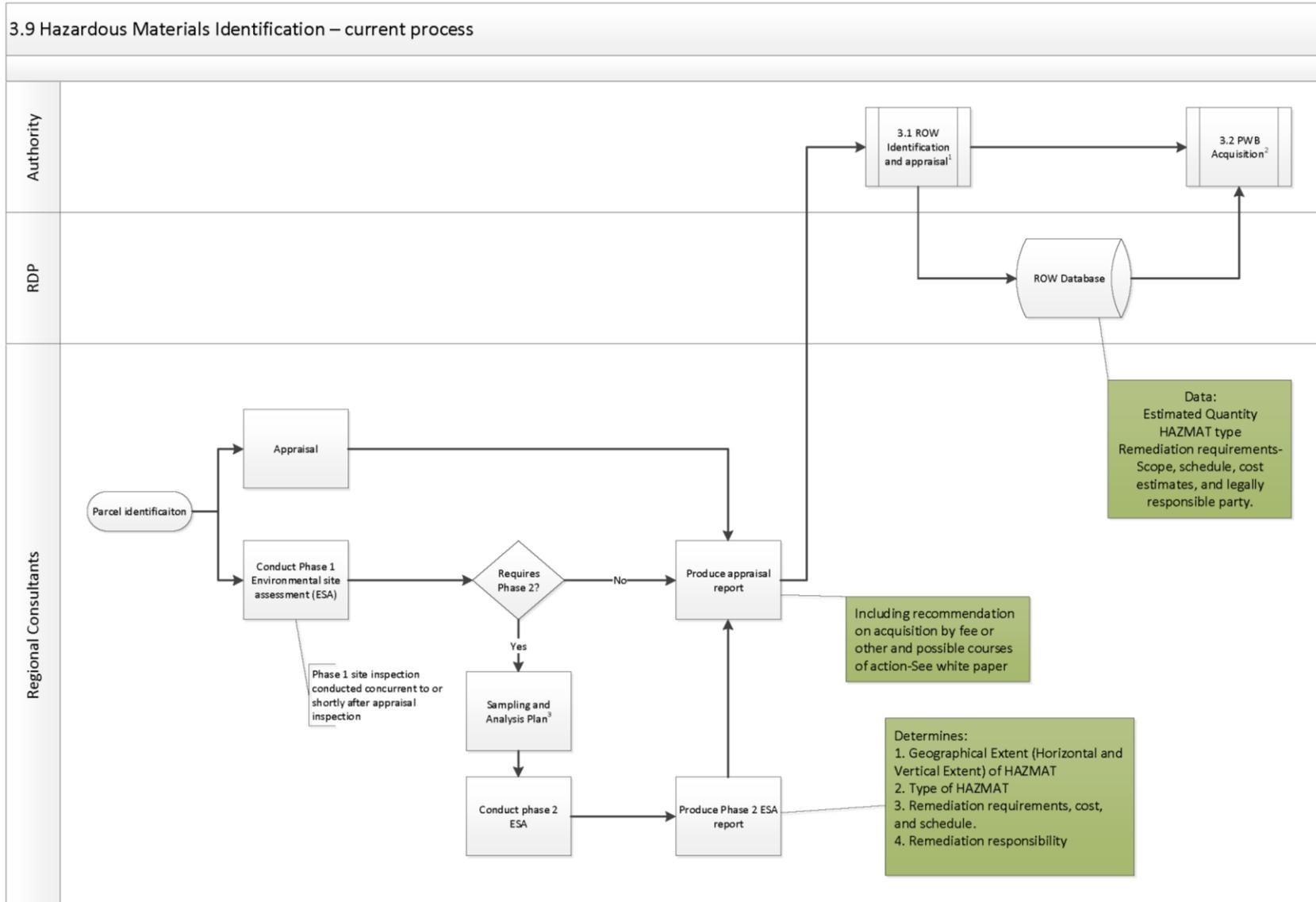


This process could also apply to utility relocations that are outside of the footprint. Engineering support may come from either the DB contractor or the utility dependent on the cooperative agreements.

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.



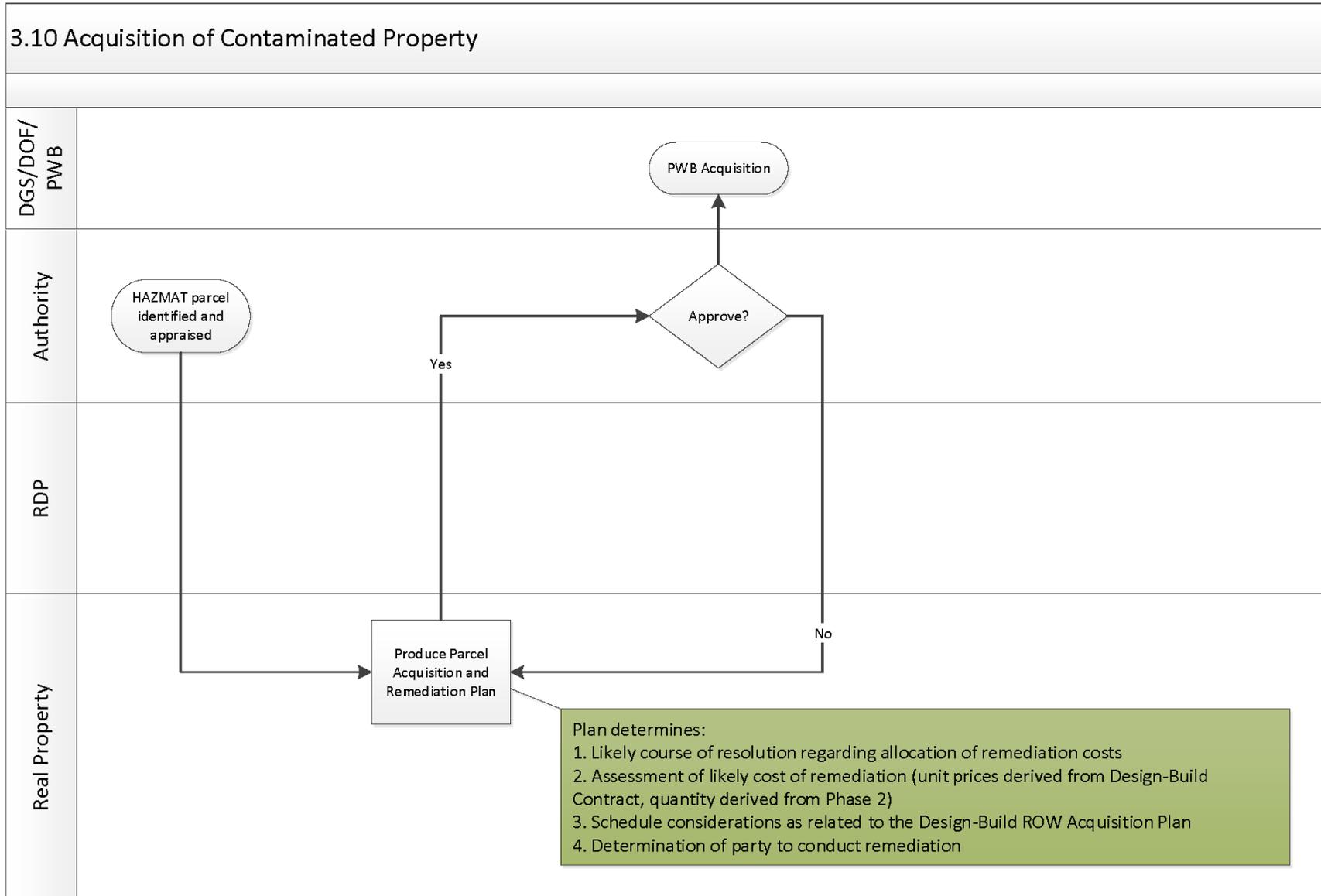
3.9 Hazardous Materials Identification Current Process



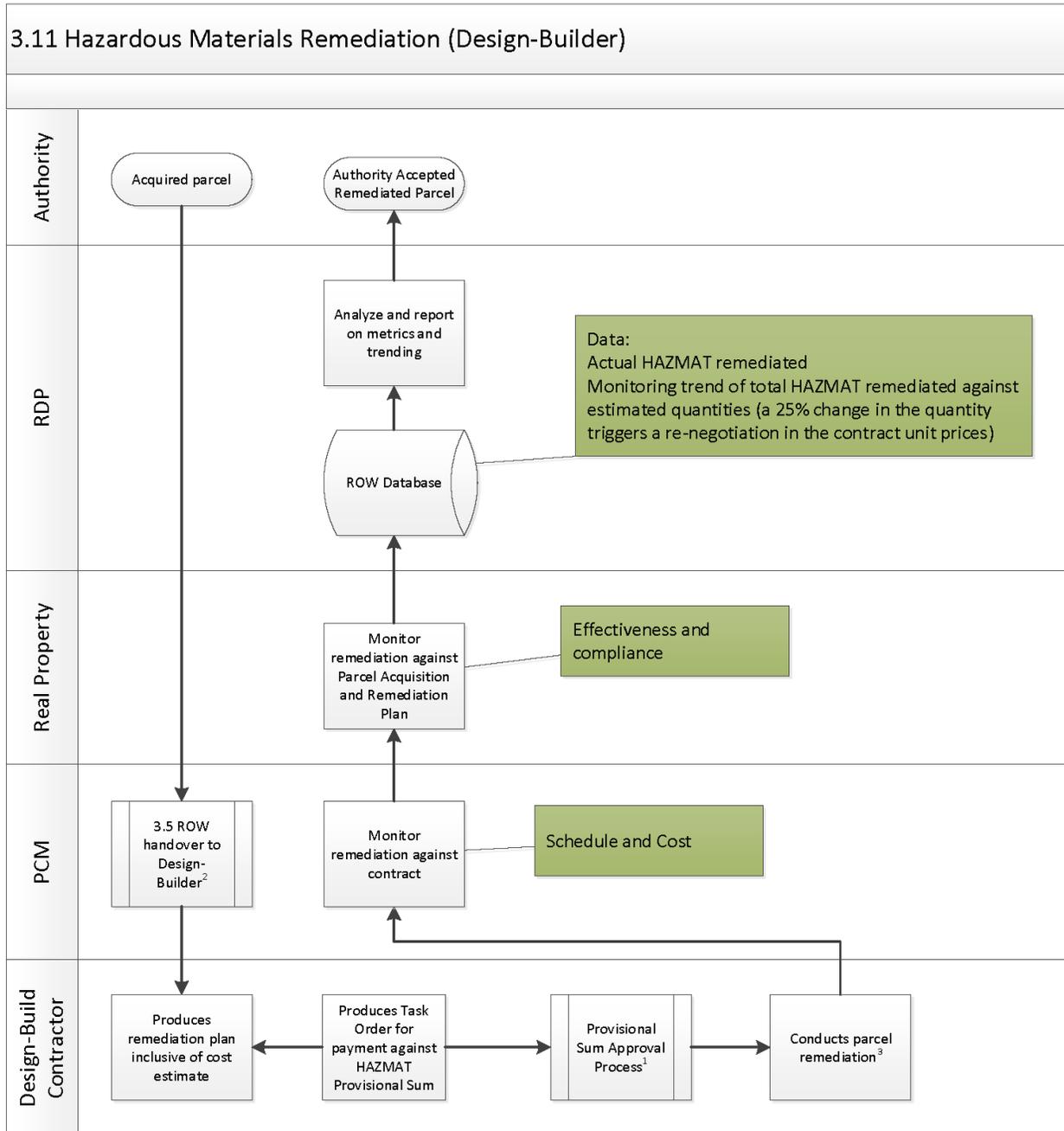
1. Please reference flowchart 3.1 ROW identification and Appraisal.
 2. Please reference flowchart 3.2 PWB acquisition.
 3. Authority to review and approve Sampling and analysis plan.



3.10 Acquisition of Contaminated Property



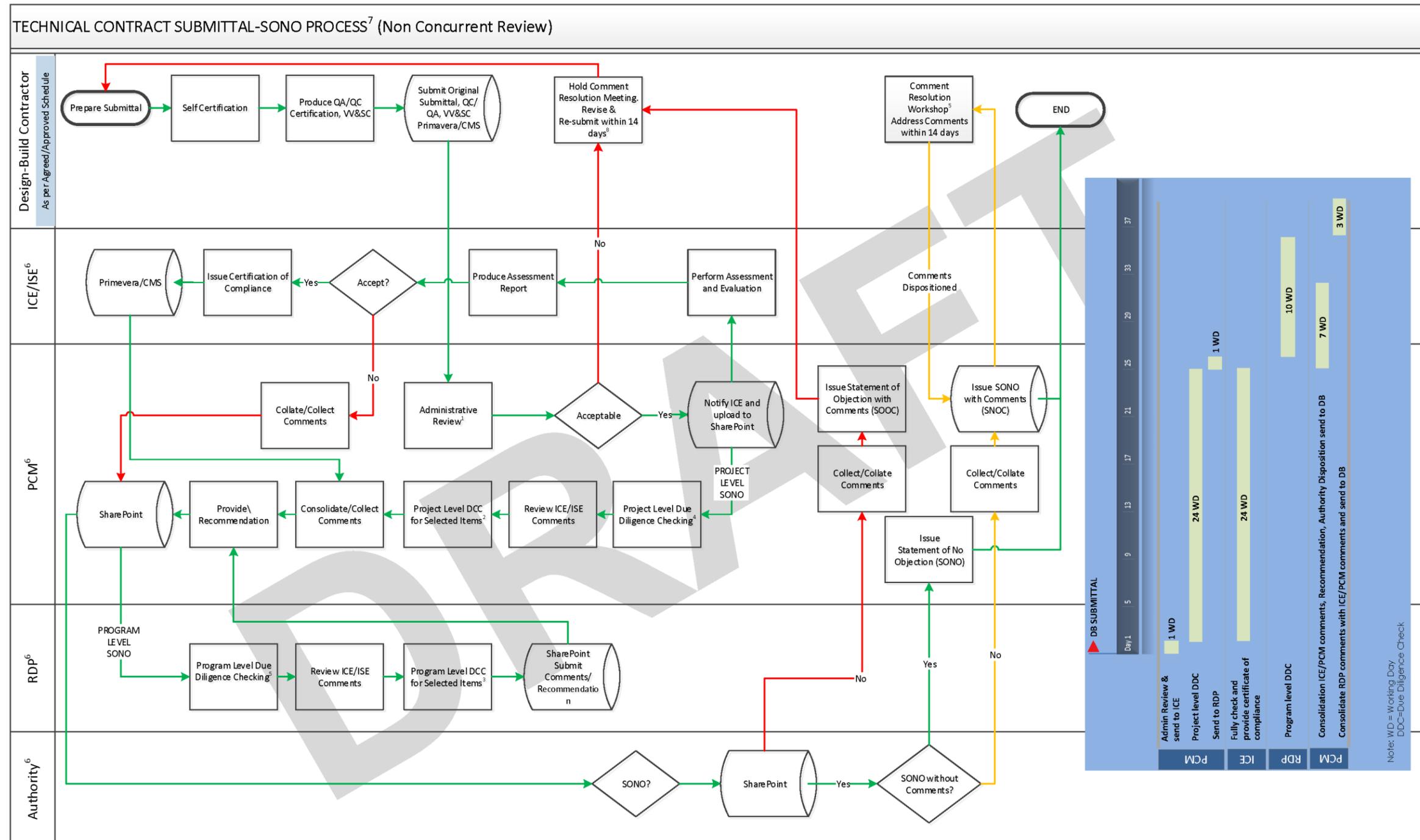
3.11 Hazardous Materials Remediation (Design-Build)



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



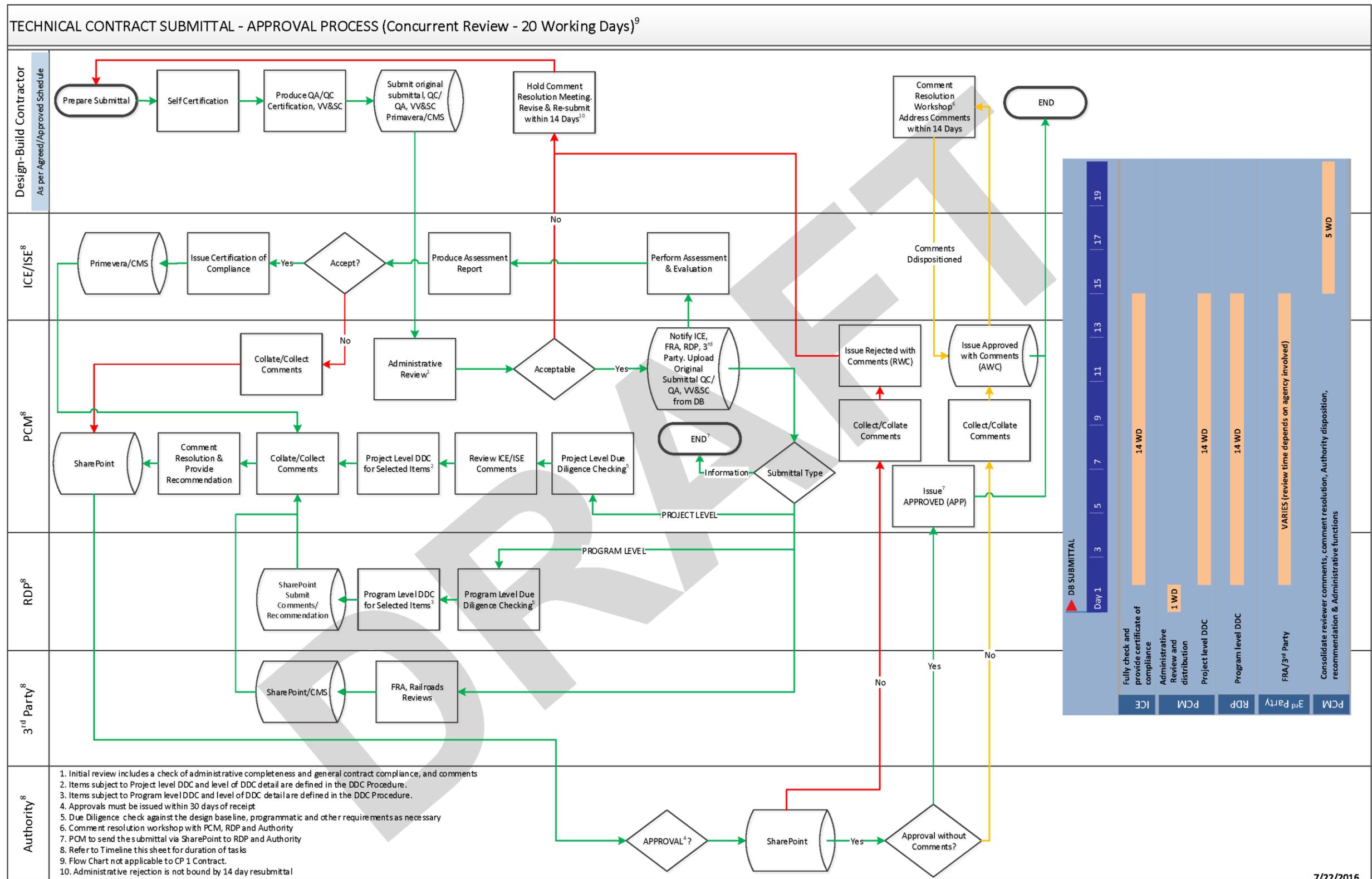
- Initial review includes a check of administrative completeness and general contract compliance, and comments
- Items subject to Project level DDC and level of DDC detail are defined in the DDC Procedure.
- Items subject to Program level DDC and level of DDC detail are defined in the DDC Procedure.
- Due Diligence check against the design baseline, programmatic and other requirements as necessary
- Comment resolution workshop with PCM, RDP and Authority
- Refer to Timeline this sheet for duration of tasks
- Flow Chart not applicable to CP 1 Contract.
- Administrative rejection is not bound by 14 day resubmittal.

NOTE: The review of SONO process does not represent a hold point and the contractor may proceed at its own risk

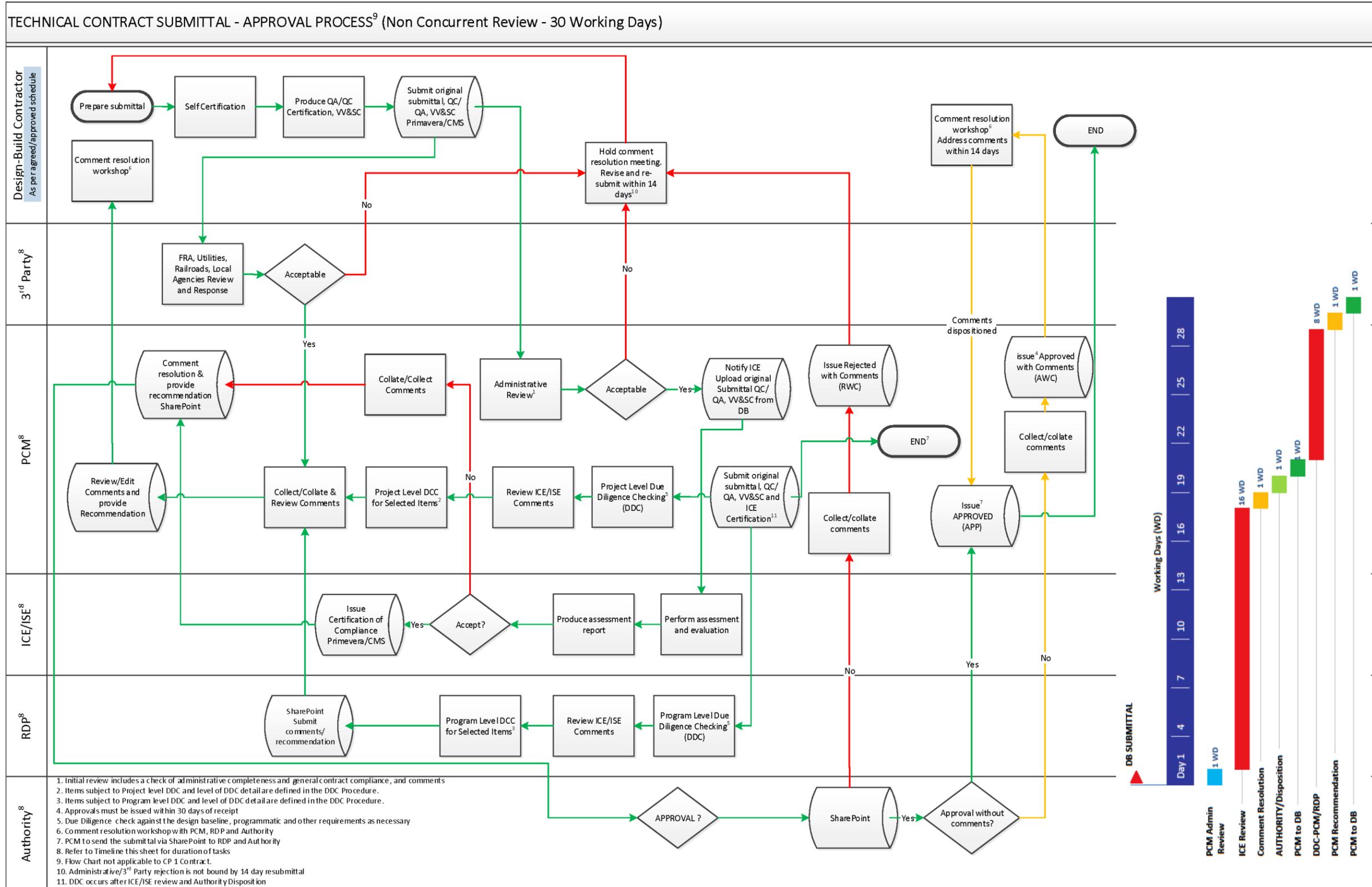
7/22/2016



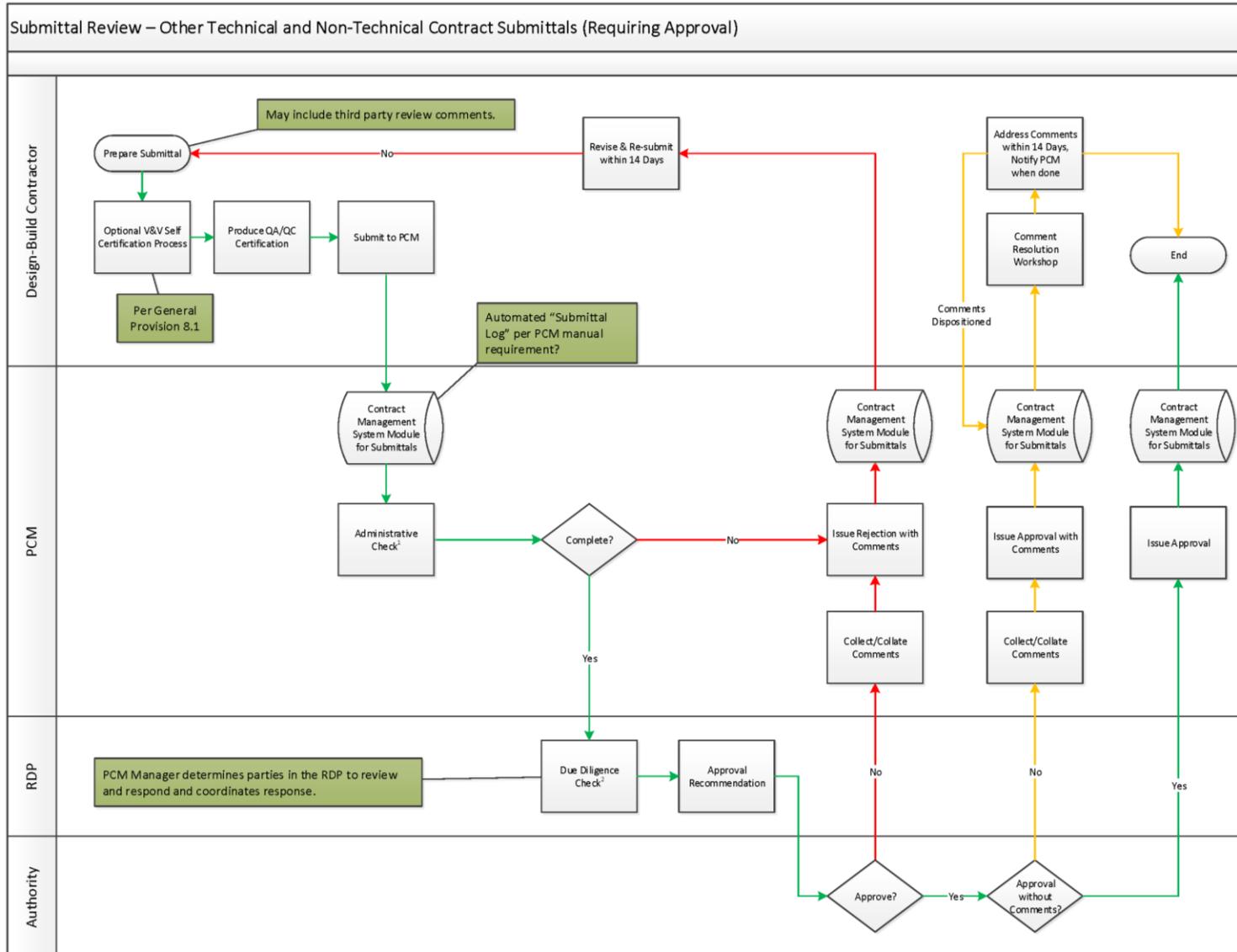
4.2 Submittal Review - Technical Contract Submittal - Approval Process (Concurrent Review - 20 Working Days)



4.3 Submittal Review - Technical Contract Submittal - Approval Process



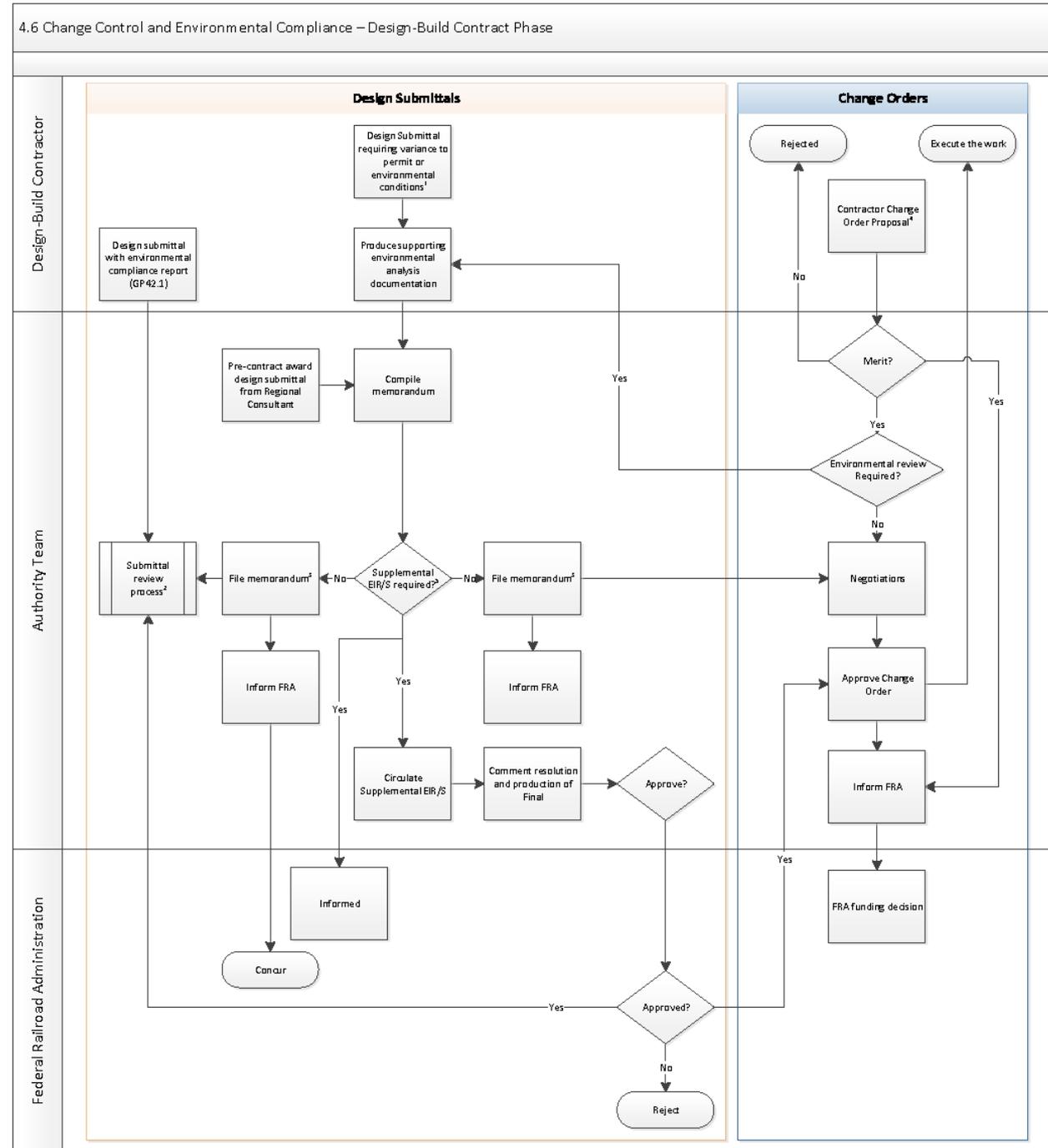
4.5 Submittal Review - Third Parties



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.



4.6 Change Control and Environmental Compliance - Design-Build Contract Phase



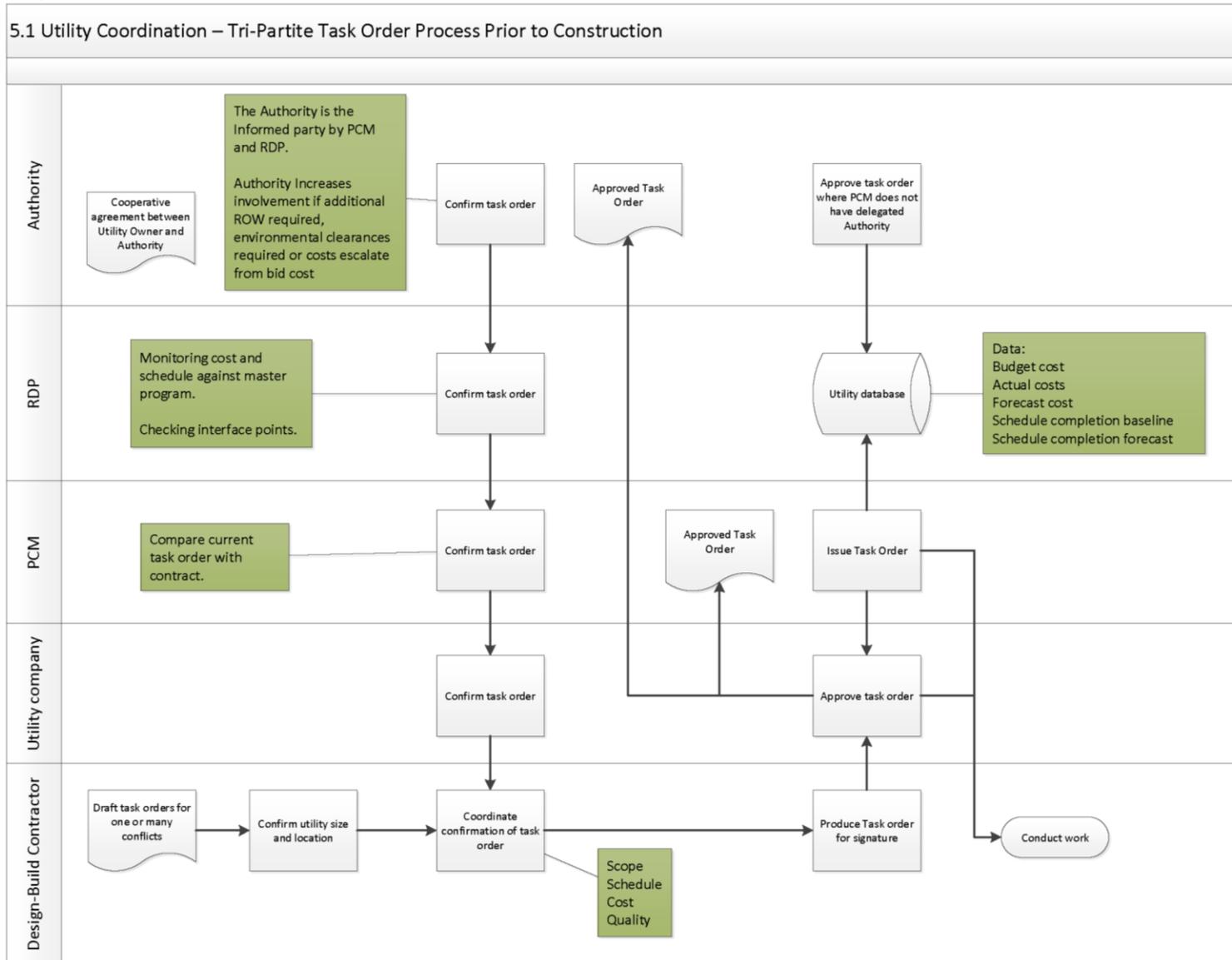
Notes

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

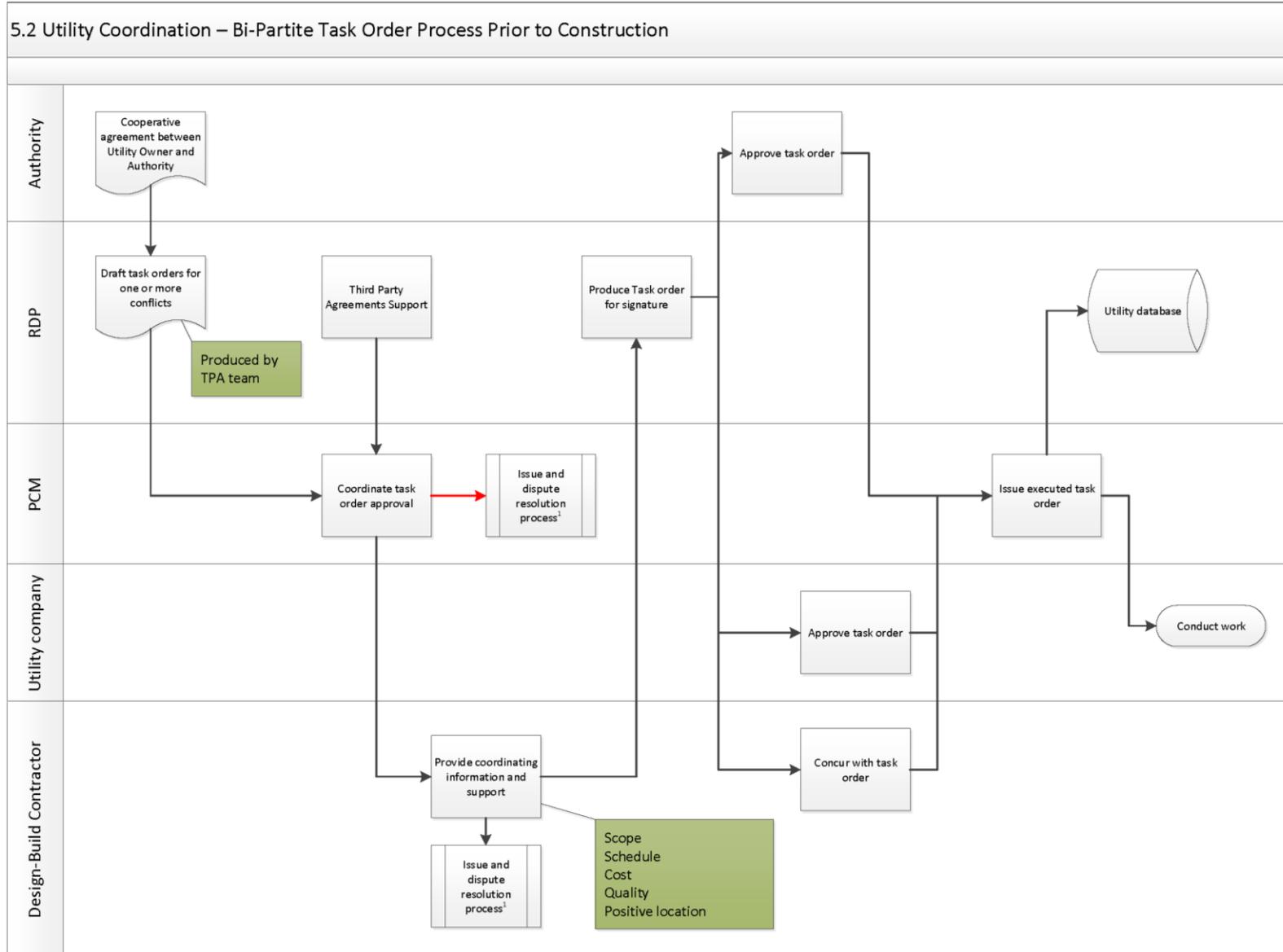


5.0 Utility Coordination Process

5.1 Utility Coordination-Tri-Partite Task Order Process Prior To Construction



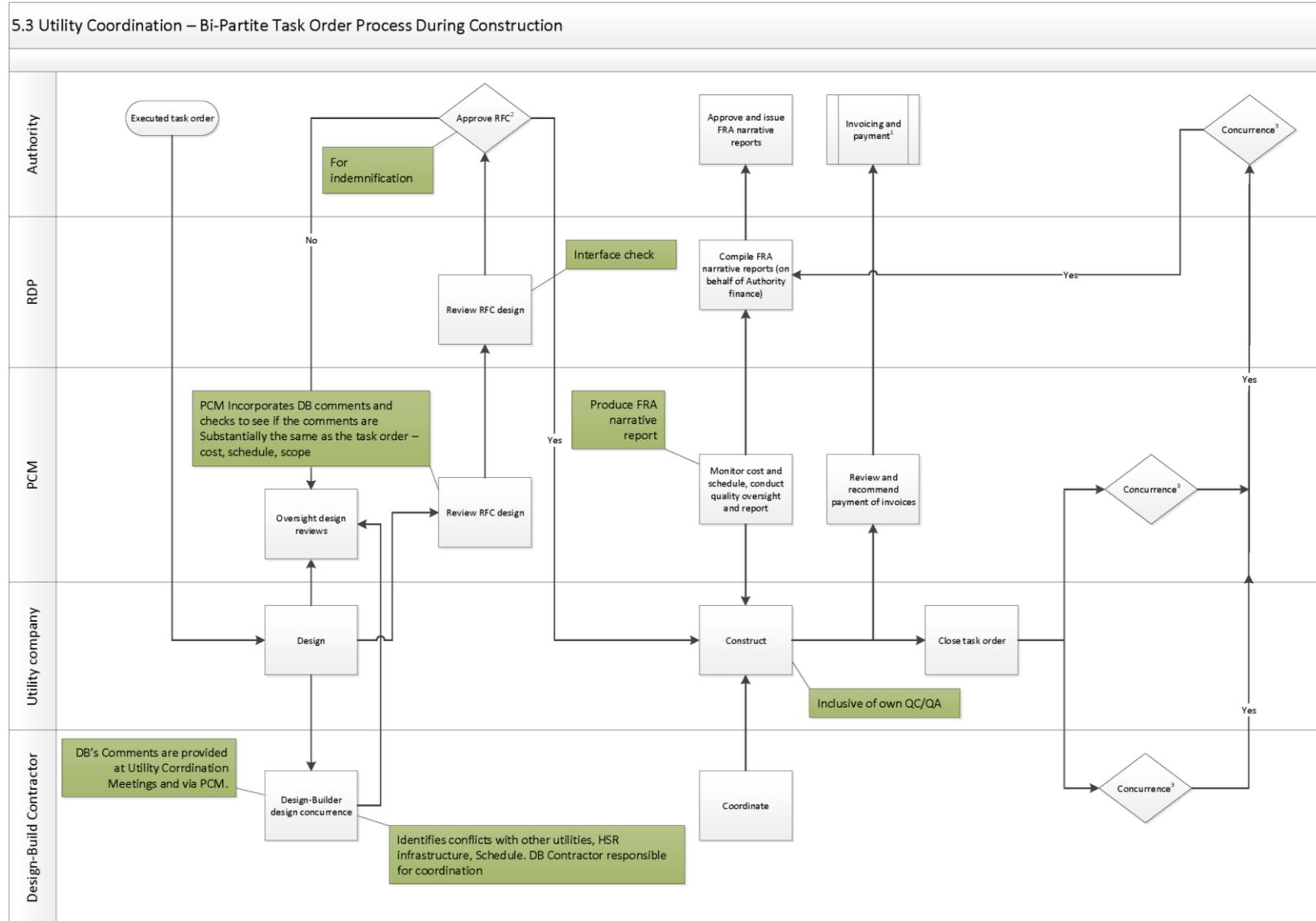
5.2 Utility Coordination-Bi-Partite Task Order Process Prior to Construction



1. Per General Provisions section 51 Disputes.

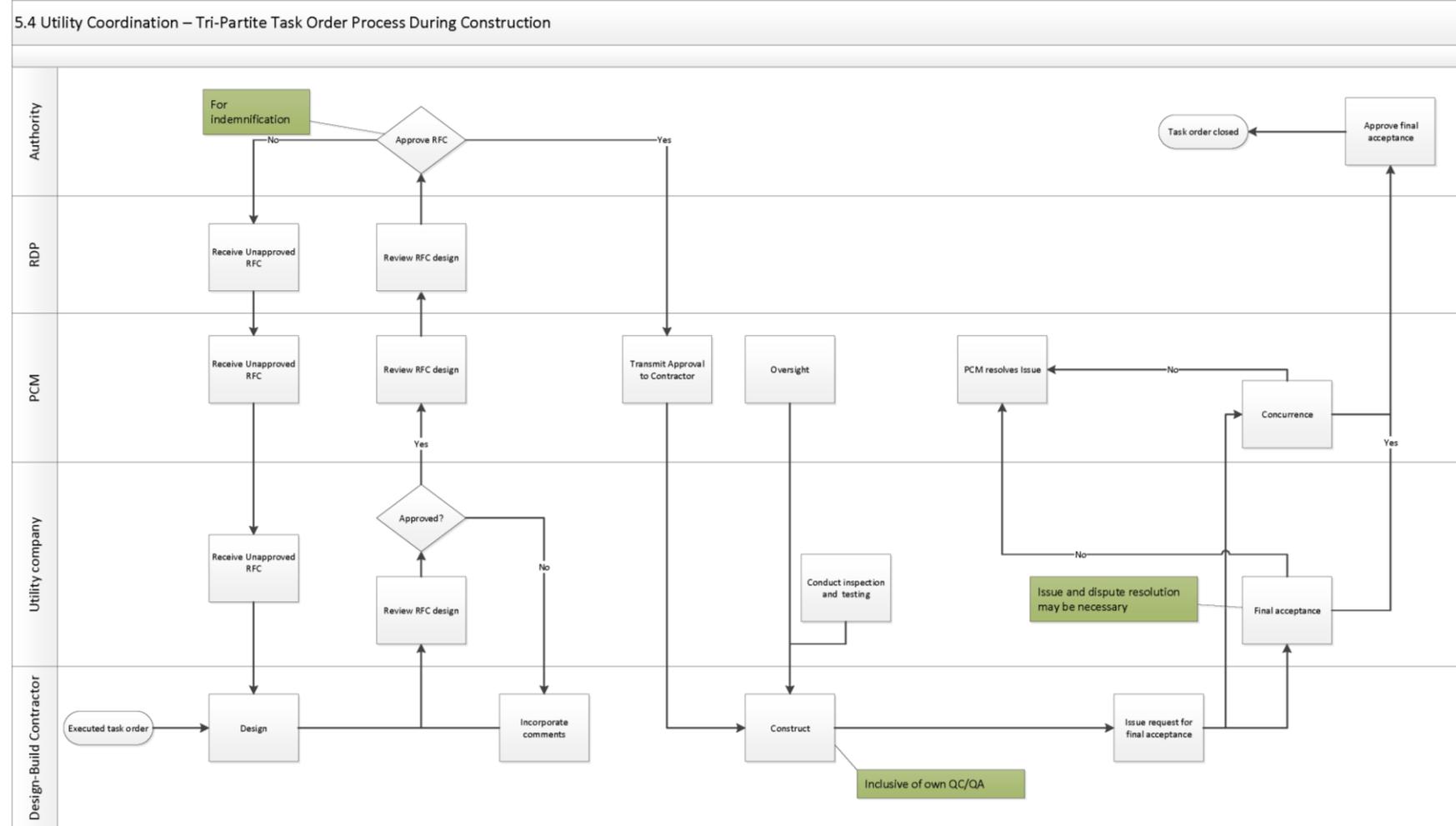


5.3 Utility Coordination-Bi Partite Task Order Process During Construction

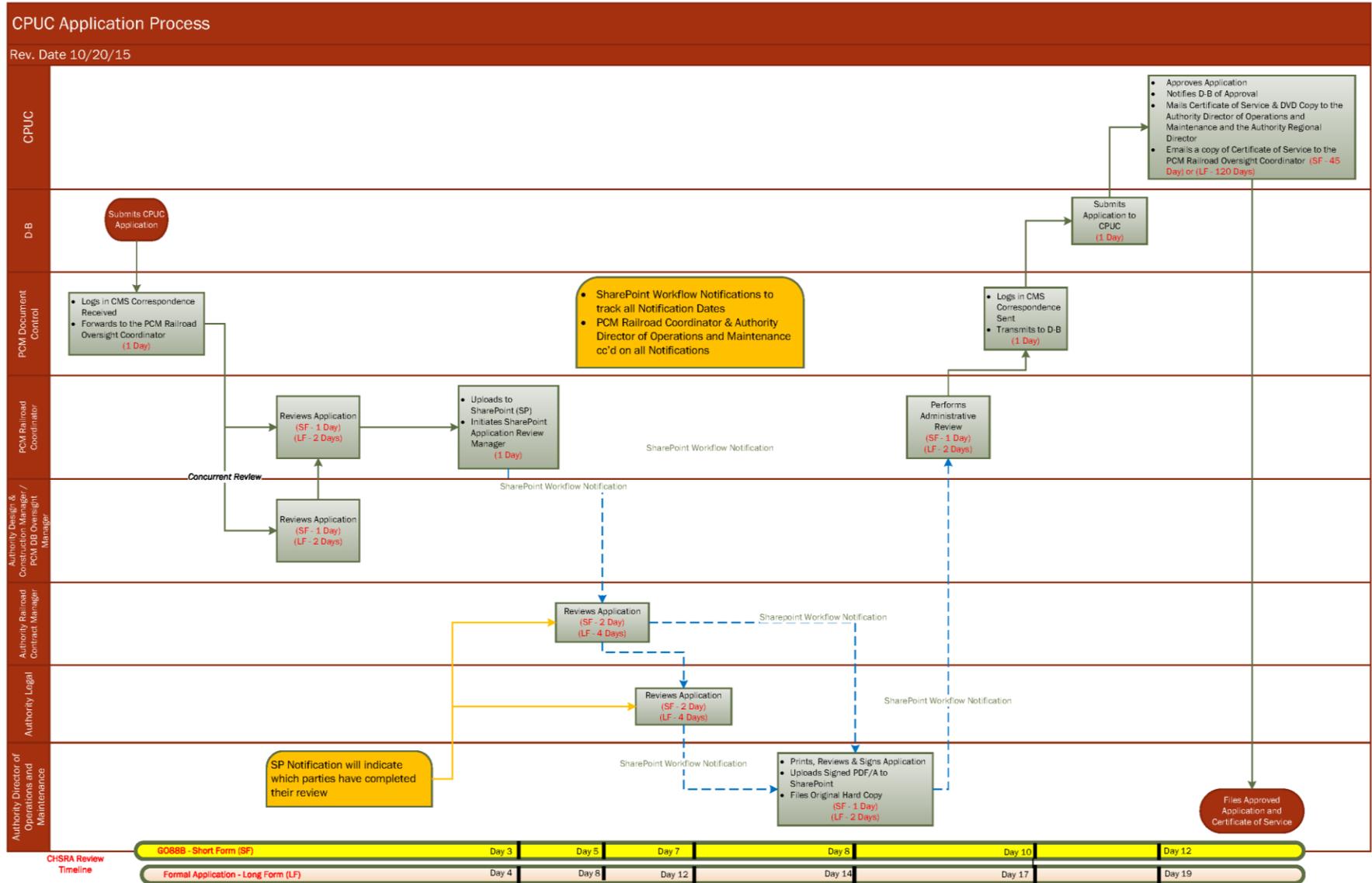


1. Per General Provisions Section 30 Invoicing and Payment.
 2. Should RFC Drawings be unapproved a Notification will be sent to the Utility Company and Design Build Contractor.
 3. Resolution of Non-Concurrence will be resolved via the PCM.

5.4 Utility Coordination-Tri-Partite Task Order Process During Construction

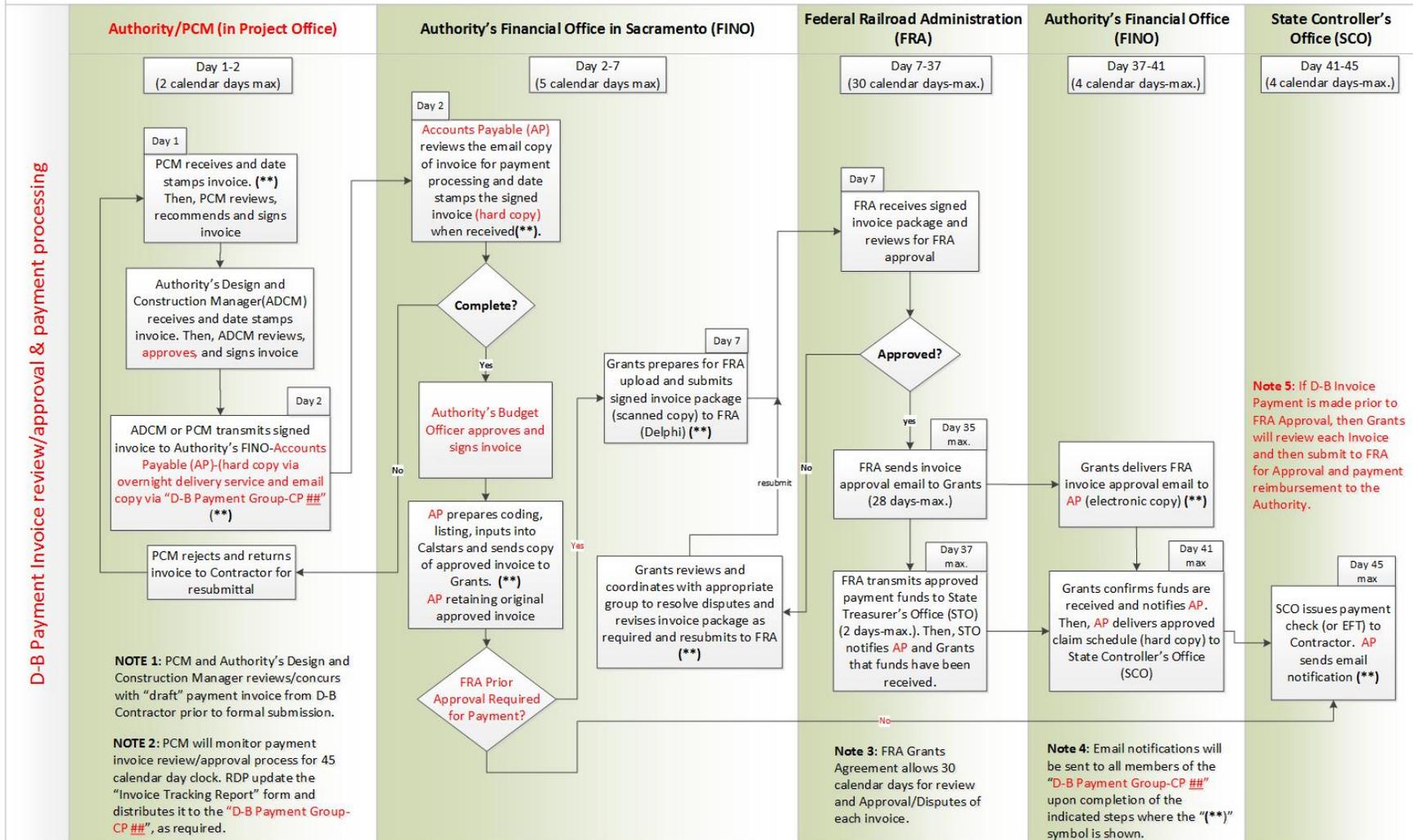


5.5 CPUC Application Process

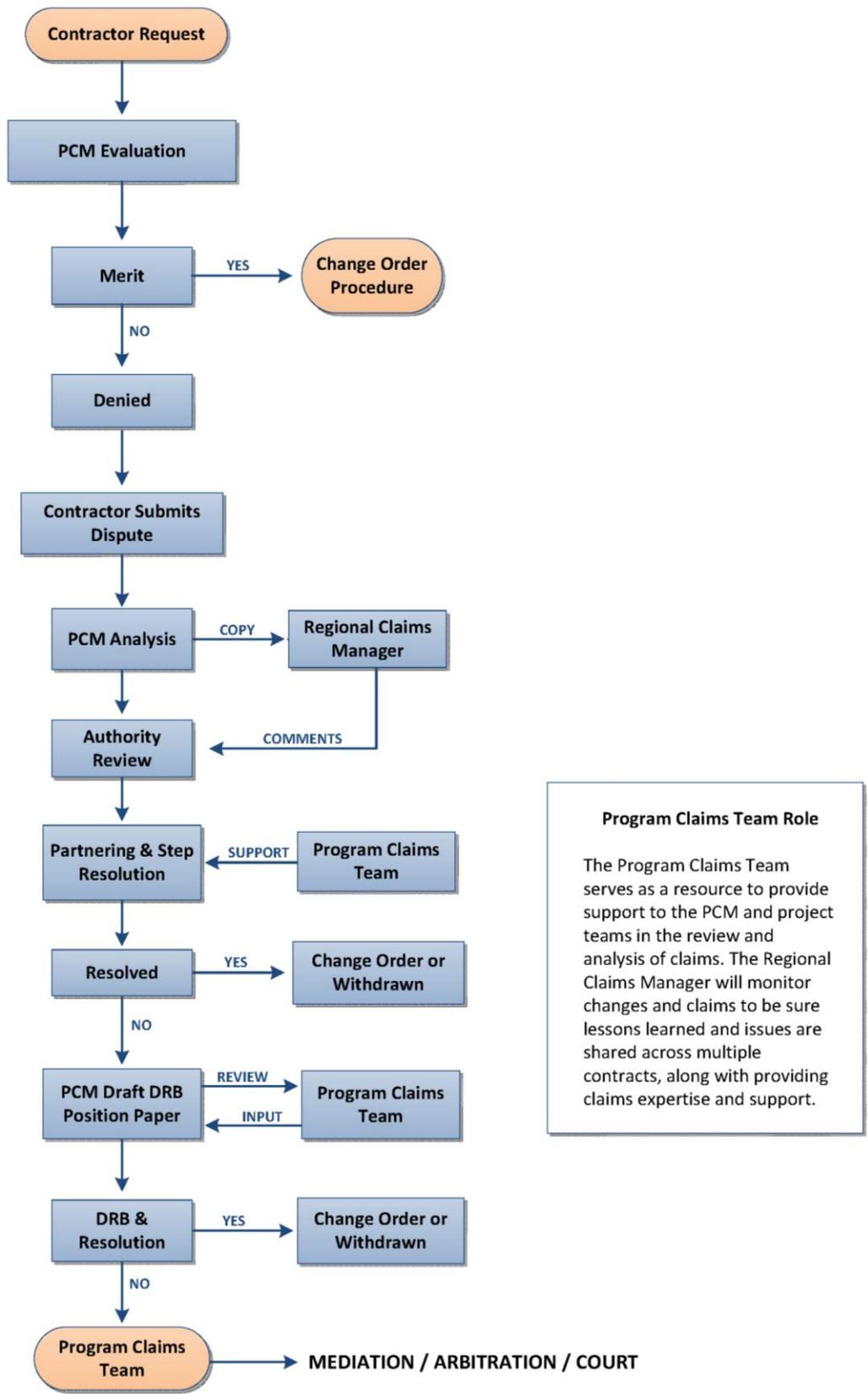


6.0 Contractor's Monthly Invoicing and Payment Approval

California High-Speed Rail Project
D-B Invoicing and Payment Flowchart



7.0 Program Claims Team Review Process



Program Claims Team Role

The Program Claims Team serves as a resource to provide support to the PCM and project teams in the review and analysis of claims. The Regional Claims Manager will monitor changes and claims to be sure lessons learned and issues are shared across multiple contracts, along with providing claims expertise and support.



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. Field Safety Handbook
3. Community and Outreach Manual
4. Contingency Management Plan
5. Contract Management System (CMS) Procedures Manual
6. Final Verification and Validation Management Plan
7. Interface Management Plan
8. Master Quality Plan
9. Program-Level Configuration Management Plan and Procedures
10. Program Risk Management Plan
11. Record Management Policy
12. 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)



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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

Submitted by:

Table with 3 columns: Signature, (Print name and title), Date

ATTACHMENTS:

Click here to enter text.

If applicable, attach the Preliminary Environmental Re-examination of Variations process step1 attachments A,B1,and B2.



 CALIFORNIA High-Speed Rail Authority	CHANGE ORDER (CO)	CO No.: 00010
--	-----------------------------	----------------------

TITLE: Weed Abatement - Various Locations	DATE: 07/15/2014
PROJECT: Construction Package No. 1	CONTRACT NO: 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



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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

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
034	Executed Agreement - AT and T	4/21/14	Pending	0033					Contractor-Initiated	
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	
Subtotal										
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	

Directive Issued



							Project:	CP 1	
							Date:	07/30/2014	
							Page:	1 of 1	
		Change Management Log							
	037	Golden State Blvd and Veterans Blvd	5/13/14	Pending	0041	0014		Authority-Directed	
	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	
Subtotal							\$4,570,000	\$430,000	
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	
	Subtotal							\$398,759	
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	
Subtotal							\$5,966,062		



CALIFORNIA High-Speed Rail Authority		Change Management Log				Project:	CP 1	
						Date:	07/30/2014	
						Page:	1 of 1	
Closed - No Change	002	Executed Agreement - Community Benefits Agreement (CBA)	9/16/13	Pending	0017		Contractor-Initiated	
	004	Executed Agreement - Caltrans	9/30/13		0003		Authority-Directed	
	005	Executed Agreement - Fresno Irrigation District	9/30/13		0004		Authority-Directed	
	031	EMMA Program	4/4/14	Pending	n/a		Authority-	
	Subtotal							
	008	ATC 1A - Top Down Construction	10/11/13	Pending	0012		Contractor-Initiated	
	009	ATC 8 - Herndon Ave Underpass and HST Realignment	10/11/13	Pending	0013		Contractor-Initiated	
	013	DV03 - Geotechnical - Structural Boring Exploration Reduction	11/5/13	Pending	0011		Contractor-Initiated	
	041	VE - Fresno River Viaduct	6/4/14	Pending	0046		Contractor-Initiated	
	056	CBA Addendum 1	9/10/14	Pending		\$0	Authority-	
	057	Revised Design Variance Request Form	9/12/14	Pending		\$0	Authority-Directed	
	Subtotal							
	Grand Total						\$0	\$4,570,000 \$398,759 \$6,396,062



d. Change Log

		Change Log			Construction Package No. 1 HSR13-06		
To	Number	Title	Change Code	Reason	Date Approved	Time Change	Cost
Approved							
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
TOTAL - APPROVED						0	\$ 6,426,062
Open							
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
TOTAL - OPEN						0	\$ 179,124
TOTAL ALL CHANGES						0	\$ 6,605,186



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e. Change Order Proposal (COP)

	COP NO.: Enter COP No.
	DL NO.: Enter DL No.
	CN NO.: Enter CN No.
	CN Date: Select Date
CHANGE ORDER PROPOSAL (COP)	

TITLE:	Click here to enter text.	DATE:	1/14/2015
PROJECT:	Click here to enter text.	CONTRACT NO.:	Click 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 rd 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** Click here to enter text.

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

Submitted by:		
Signature	(Print name and title)	Date

ATTACHMENTS:

[Click here to enter text.](#)



f. Directive Letter (DL)

	DIRECTIVE LETTER (DL) (Issued per General Provisions 17.1.1)		DL No.: DL-00038-R1 CN No.: CN-49
	TITLE: Install Spare Conduit & Pullboxes	DATE: 02/29/2016	
PROJECT: Construction Package No. 1	CONTRACT No.: HSR 13-06		
TO: Attn: Jim Laing Tutor Perini/Zachry/Parsons, JV 1401 Fulton Street Suite 400 Fresno, CA 93721			
ISSUED FOR:			
<input checked="" type="checkbox"/> Direction to Proceed as per this Directive pending executed Change Order			
<input type="checkbox"/> Direction to Proceed as per this Directive – subject to merit determination			
<input type="checkbox"/> Proceed per Contract Provisions (as specified below) – no change authorized			
<input type="checkbox"/> Cost and Schedule Proposal to be submitted by: _____ Date			

DIRECTIVE:

This supplemental Directive Letter hereby directs Tutor Perini/Zachry/Parsons, JV (TPZP) to design and install spare conduits and pull boxes for future use as shown on the attached drawings (DD-UT-900 and DD-UT-901) and as outlined below:

1. Four (4) 4-inch spare conduits in addition to sufficient number of conduits installed to underground aerial communication lines or installed in grade separations.
2. Six (6) 4-inch conduits under Authority's Right-of-Way (ROW) at existing public road crossings when there are no existing communication facilities and the public road will be closed and not grade separated.
3. Four (4) 4-inch conduits in roadway overhead structures constructed by TPZP when there are no existing communication crossings.
4. Six (6) 4-inch conduits at intervals no less than every five (5) miles.

The conduits shall terminate with pull ropes and capped inside the pull boxes. The pull boxes shall be on both sides and outside the Authority's ROW. All work shall be performed in accordance with DL-00038, General Order and Settlement, dated February 19, 2015 per the California Public Utilities Agreement.

Issued by: California High-Speed Rail Authority

Signature: _____ **Date:** _____

Name/Title: **Hugo Mejia- CP-1 Design & Construction Manager**



g. Finding of Fact (FOF)

		FINDING OF FACT (FOF) <small>(for Authority use only)</small>	FOF #:
Title: Title		Date:	
Project:	Contractor:	Contract #:	
CN #:	DL #:	Change Type:	
Description of Proposed Change:			
Reason for Proposed Change/Merit Determination:			
Background:			
Attachments:			
Schedule Impacts Estimate: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Cost Estimate:		Rough Order of Magnitude Estimate (ROM)	
Total Estimated Cost (rounded to nearest \$1,000):			\$
Effect on Rail Operations, Maintenance, Safety and Security:		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Effect on Program Requirements: Yes <input type="checkbox"/> No <input type="checkbox"/>			





FINDING OF FACT (FOF)

FOF #:

(for Authority use only)

Title: Title

Date:

Project:

Contractor:

Contract #:

CN #:

DL #:

Change Type:

Effect on Environmental Documents: Yes No

Effect on Quality: Yes No

Effect on Technical/Engineering and Interfaces: Yes No

Effect on Right-of-Way: Yes No

Effect on Third Parties and Stakeholders: Yes No

Effect on Contingency Budget, Provisional Sums or Other Funding Sources: Yes No

Miscellaneous Effects: Yes No





FINDING OF FACT (FOF)

FOF #:

(for Authority use only)

Title: Title

Date:

Project:

Contractor:

Contract #:

CN #:

DL #:

Change Type:

FOF Originator Recommendations:

Recommended by:

Name

Date

CHSRA Design and Construction Manager Review Comments:

Concurred by:

Name

Date



	FINDING OF FACT (FOF) <small>(for Authority use only)</small>	FOF #:
<hr/>		
Title: Title		Date:
Project:	Contractor:	Contract #:
CN #:	DL #:	Change Type:
<hr/>		
Change Control Committee (CCC) Review:	Yes <input type="checkbox"/> No <input type="checkbox"/>	



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)

	PROPOSED CHANGE ORDER (PCO)	PCO No.: PCO-00001 CN No.: CN-00003 DL No.: DL-00001
---	------------------------------------	---

TITLE: Cut and Fill at XYZ	DATE: 08/06/2013
PROJECT: Test Project	CONTRACT NO.: 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
Total:					\$100,000.00

AGREED SCHEDULE IMPACTS
 The agreed schedule impacts are...

TIME ADJUSTMENT (DAYS)
Total: 10

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
Total:					\$1,486,503.00



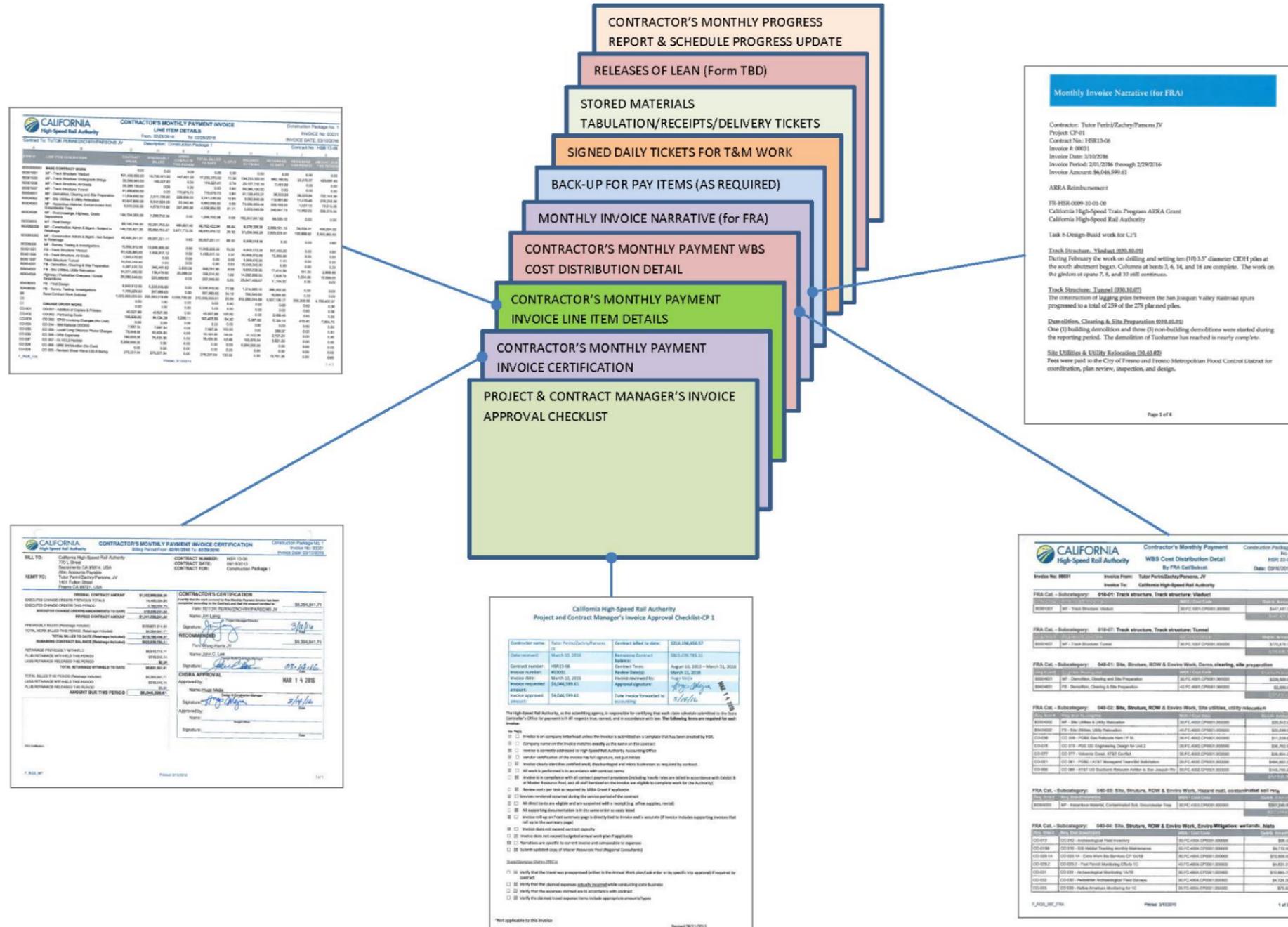
2. Contractor's Insurance Log

California High Speed Rail		CP No. HSR-01						
		Insurance Log						
		By Contract/Subcontract/Policy Type						
		Date: 04/04/2014						
		Page: 1 of 1						
Policy Type	Contract Spec.	Policy Number	Limit	Effective	Expires	Insurance Company	Status	Remarks
Contract No.	HSR00-00	MCC						
General Liability		123456789	749.00	07/01/2013	06/30/2014	Wise Insurance Corporation	REJ	Insurance policy rejected due to unsatisfactory coverage not meeting contract
Workers Compensation		123456	1,000,000,000.00	05/01/2013	04/30/2013	Wise Insurance Corporation	NEW	No remarks on this insurance policy...
Contract No.	HSR00-99	ACE						
Professional Liability	3.1.04	68374-10	2000000	04/01/2013	03/31/2014	ACME Casualty Insurance Corp.	APP	This are remarks associated with the Professional Liability Insurance for ACE CM.



3. Contractor's Monthly Payment Invoice Forms and Log
a. Contractor's Monthly Payment Invoice Documents

Contractor's Monthly Payment Invoice Documents



b. Contract Manager Invoice Approval Checklist

**California High-Speed Rail Authority
Project and Contract Manager’s Invoice Approval Checklist**

Contractor name:		Contract billed to date:	\$
Date received:		Remaining Contract balance:	\$
Contract number:	HSR	Contract Term:	
Invoice number:		Review Date(s):	
Invoice date:		Invoice reviewed by:	
Invoice requested amount:		Approval signature:	
Invoice approved amount:	\$	Date invoice forwarded to accounting:	

The High-Speed Rail Authority, as the submitting agency, is responsible for certifying that each claim schedule submitted to the State Controller’s Office for payment is in all respects true, correct, and in accordance with law. **The following items are required for each invoice:**

Yes *N/A

- Invoice is on company letterhead unless the invoice is submitted on a template that has been created by HSR.
- Company name on the invoice matches **exactly** as the name on the contract
- Invoice is correctly addressed to High-Speed Rail Authority Accounting Office
- Vendor certification of the invoice has full signature, not just initials
- Invoice clearly identifies certified small, disadvantaged and micro businesses as required by contract.
- All work is performed is in accordance with contract terms
- Invoice is in compliance with all contract payment provisions (including hourly rates are billed in accordance with Exhibit B or Master Resource Pool, and all staff itemized on the invoice are eligible to complete work for the Authority)
- Review costs per task as required by ARRA Grant if applicable
- Services rendered occurred during the service period of the contract
- All direct costs are eligible and are supported with a receipt (e.g. office supplies, rental)
- All supporting documentation is in the same order as costs listed
- Invoice roll-up on front summary page is directly tied to invoice and is accurate (if invoice includes supporting invoices that roll up to the summary page)
- Invoice does not exceed contract capacity
- Invoice does not exceed budgeted annual work plan if applicable
- Narratives are specific to current invoice and comparable to expenses
- Submit updated copy of Master Resources Pool (Regional Consultants)

Travel Expense Claims (TEC’s)

- Verify that the travel was preapproved (either in the Annual Work plan/task order or by specific trip approval) if required by contract
- Verify that the claimed expenses actually incurred while conducting state business
- Verify that the expenses claimed are in accordance with contract
- Verify the claimed travel expense items include appropriate amounts/types

*Not applicable to this invoice

Revised May 29, 2015



c. Contractor's Monthly Invoice Narrative (for FRA)**Contractor's Monthly Invoice Narrative (for FRA)**

Contractor: Tutor Perini/Zachry /Parsons JV

Project: CP-01

Contract No.: HSR13-06

Invoice #: 00002

Invoice Date: 09/26/2013

Invoice Period: 9/01/2013 through 09/16/2013

Invoice Amount: \$8,513,693.00

ARRA Reimbursement

FR-HSR-0009-10-01-00

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 #0001. 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 - 3rd Party matrix" is for the 3^d 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 UCL 02 - Contact 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 PW 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 3rd 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 02" 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 small and 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 CHSRA 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 CHSRA PMT Surveyors. Plan aerial control diagram for 29 mile route plus cross flights, and "place" targets on existing aerial imagery (Google Earth) while minimizing private property locations. Review CHSRA "PTE Status 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 CHSRA Team to discuss right of entry and landowner coordination and notification issues prior beginning field survey work.



d. Contractor's Monthly Payment Invoice Certification

	CONTRACTOR'S MONTHLY PAYMENT INVOICE CERTIFICATION Billing Period From: To:	Construction Package No. Invoice No: Invoice Date:
BILL TO: California High-Speed Rail Authority 770 L Street Sacramento CA 95814, USA Attn: Accounts Payable	CONTRACT NUMBER: CONTRACT DATE: CONTRACT FOR:	
REMIT TO:		

<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">ORIGINAL CONTRACT AMOUNT</td> <td style="width:20px;"></td> </tr> <tr> <td>EXECUTED CHANGE ORDERS PREVIOUS TOTALS</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>EXECUTED CHANGE ORDERS THIS PERIOD</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">EXECUTED CHANGE ORDERS/AMENDMENTS TO DATE</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">REVISED CONTRACT AMOUNT</td> <td style="border-bottom: 3px double black;"></td> </tr> <tr> <td>PREVIOUSLY BILLED (Retainage Included)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>TOTAL WORK BILLED THIS PERIOD (Retainage Included)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">TOTAL BILLED TO DATE (Retainage Included)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">REMAINING CONTRACT BALANCE (Retainage Included)</td> <td style="border-bottom: 3px double black;"></td> </tr> <tr> <td>RETAINAGE PREVIOUSLY WITHHELD</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>PLUS RETAINAGE WITHHELD THIS PERIOD</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>LESS RETAINAGE RELEASED THIS PERIOD</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">TOTAL RETAINAGE WITHHELD TO DATE</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>TOTAL BILLED THIS PERIOD (Retainage included)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>LESS RETAINAGE WITHHELD THIS PERIOD</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>PLUS RETAINAGE RELEASED THIS PERIOD</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="text-align: center;">AMOUNT DUE THIS PERIOD</td> <td style="border-bottom: 1px solid black; border: 1px solid black;"></td> </tr> </table>	ORIGINAL CONTRACT AMOUNT		EXECUTED CHANGE ORDERS PREVIOUS TOTALS		EXECUTED CHANGE ORDERS THIS PERIOD		EXECUTED CHANGE ORDERS/AMENDMENTS TO DATE		REVISED CONTRACT AMOUNT		PREVIOUSLY BILLED (Retainage Included)		TOTAL WORK BILLED THIS PERIOD (Retainage Included)		TOTAL BILLED TO DATE (Retainage Included)		REMAINING CONTRACT BALANCE (Retainage Included)		RETAINAGE PREVIOUSLY WITHHELD		PLUS RETAINAGE WITHHELD THIS PERIOD		LESS RETAINAGE RELEASED THIS PERIOD		TOTAL RETAINAGE WITHHELD TO DATE		TOTAL BILLED THIS PERIOD (Retainage included)		LESS RETAINAGE WITHHELD THIS PERIOD		PLUS RETAINAGE RELEASED THIS PERIOD		AMOUNT DUE THIS PERIOD		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">CONTRACTOR'S CERTIFICATION</td> </tr> <tr> <td><i>I certify that the work covered by this Monthly Payment Invoice has been completed according to the Contract, and that the amount certified is:</i></td> </tr> <tr> <td>Firm: _____</td> </tr> <tr> <td>Name: _____</td> </tr> <tr> <td style="text-align: center;">Project Manager/Director</td> </tr> <tr> <td>Signature: _____</td> </tr> <tr> <td style="text-align: center;">RECOMMENDED</td> </tr> <tr> <td>Firm: _____</td> </tr> <tr> <td>Name: _____</td> </tr> <tr> <td style="text-align: center;">Design-Build Oversight Manager</td> </tr> <tr> <td>Signature: _____</td> </tr> <tr> <td style="text-align: right;">Date _____</td> </tr> <tr> <td style="text-align: center;">CHSRA APPROVAL</td> </tr> <tr> <td>Approved by:</td> </tr> <tr> <td>Name: _____</td> </tr> <tr> <td style="text-align: center;">Design & Construction Manager</td> </tr> <tr> <td>Signature: _____</td> </tr> <tr> <td style="text-align: right;">Date _____</td> </tr> <tr> <td>Approved by:</td> </tr> <tr> <td>Name: _____</td> </tr> <tr> <td style="text-align: center;">Budget Officer</td> </tr> <tr> <td>Signature: _____</td> </tr> <tr> <td style="text-align: right;">Date _____</td> </tr> </table>	CONTRACTOR'S CERTIFICATION	<i>I certify that the work covered by this Monthly Payment Invoice has been completed according to the Contract, and that the amount certified is:</i>	Firm: _____	Name: _____	Project Manager/Director	Signature: _____	RECOMMENDED	Firm: _____	Name: _____	Design-Build Oversight Manager	Signature: _____	Date _____	CHSRA APPROVAL	Approved by:	Name: _____	Design & Construction Manager	Signature: _____	Date _____	Approved by:	Name: _____	Budget Officer	Signature: _____	Date _____
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Budget Officer																																																										
Signature: _____																																																										
Date _____																																																										

DGS Certification

F_RQS_09T

Printed:



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e. Contractor's Monthly Payment Invoice Log by Contract

	California High Speed Rail Authority	Test Project
	Contractor's Monthly Payment Invoice Log	
	By Contract	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



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f. Line Item Details

 <p>California High Speed Rail</p>	<p>CONTRACTOR'S MONTHLY PAYMENT INVOICE</p> <p>LINE ITEM DETAILS</p>	<p>Test Project</p> <p>APPLICATION: 00001</p> <p>PERIOD ENDING: 7/31/13</p> <p>PAGE 1 OF 1 PAGES</p>
--	--	---

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
Totals:		\$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



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g. WBS Cost Distribution Detail

		Construction Package No. 1	
		Contractor's Monthly Payment WBS Cost Distribution Detail By FRA Cat/Subcat.	Date: 09/05/2014 Page: 1 of 1 Contract: HSR 13-06
Invoice No: 00013	Invoice From: TUTOR PERINI/ZACHRY/PARSONS JV		
	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

Grand Total:	\$7,514,771.50
---------------------	-----------------------



4. Correspondence Forms
a. Fax Cover Sheet

 CALIFORNIA High-Speed Rail Authority		EDMUND G. BROWN JR. GOVERNOR
<i>Fax Cover Sheet</i>	DATE:	770 L Street, Suite 800 Sacramento, CA 95814 T: (916) 324-1541 F: (916) 322-0827
TO:		
COMPANY:	www.hsr.ca.gov	
PHONE:		
FAX:		

FROM:	
PHONE:	
SUBJECT:	
PAGES:	INCLUDING COVER PAGE

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
CHAIR

Thomas Richards
VICE CHAIR

Lou Correa

Daniel Curtin

Bonnie Lowenthal

Lorraine Paskett

Michael Rossi

Lynn Schenk

Jeff Morales
CHIEF EXECUTIVE OFFICER

EDMUND G. BROWN JR.
GOVERNOR



1401 Fulton Street, Suite 200, Fresno CA. 93721• www.hsr.ca.gov





March 1, 2016

PCM-TPZP-01377

BOARD MEMBERS

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CHAIR

Thomas Richards
VICE CHAIR

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Lorraine Paskett

Michael Rossi

Lynn Schenk

Jeff Morales
CHIEF EXECUTIVE OFFICER

Mr. Jim Laing
Project Manager/Director
Tutor Perini/Zachry/Parsons, JV
1401 Fulton Street, Suite 400
Fresno, CA 93721

Contract: Construction Package No. 01

Subject: Fresno Downtown Utilities Re-exam

Reference: February 20, 2015 Fresno Downtown Utilities Re-exam

Dear Mr. Laing,

The California High-Speed Rail Authority conducted a review of the information submitted by Tutor Perini/Zachry/Parsons, JV (TPZP) in early 2015 regarding the Fresno Downtown Utilities Re-examination (Re-exam) of environmental and cultural effects of proposed activities. The Authority finds the Re-exam does not reflect the current design nor identify ground-disturbing activities required for construction of the utility corridors within the downtown Fresno area. Additionally, the Re-exam may identify areas that were reviewed or are currently being review for clearance under subsequent re-examinations.

The Authority requests TPZP review the current downtown Fresno utility design, segregate all remaining utility areas requiring environmental review from those areas that are cleared or scheduled for clearance, and revise the Fresno Downtown Utilities Re-exam to include areas still requiring environmental clearance due to proposed activities. Please update the long form, revise the archeological APE maps, and resubmit the Re-exam to include those areas that require environmental clearance. Prior to initiating changes, coordinate with the Authority PCM to ensure recent changes to the utility corridor are included in the resubmittal. As always, please ensure consistency with the legend convention and mapping colors throughout the document.

If you have any questions or concerns, please contact Michael J. Murphy via email at mmurphy@wongharris.com or via telephone at 559.369.6426.

Sincerely,

John C. Lee
Design-Build Oversight Manager

MM/dbe
Attachment(s): N/A
cc: PCM Project Files

DOMINGO G. BROWN JR.
GOVERNOR



1401 Fulton Street, Suite 300, Fresno CA 93721 • www.hsr.ca.gov





BOARD MEMBERS

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Michael Rossi

Lynn Schenk

Jeff Morales
CHIEF EXECUTIVE OFFICER

EDMUND G. BROWN JR.
GOVERNOR



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: Left.

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.

Subheading

Standard subheading font is 11 point Times New Roman Bold, Align: Left.

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.

770 L Street, Suite 620, Sacramento, CA 95814 • T: (916) 324-1541 • F: (916) 322-0827 • www.hsr.ca.gov



The Honorable FirstName LastName
Page 2

Full Name of Letter Addressee
Date
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)

**CALIFORNIA High-Speed Rail Authority**

Memorandum

DATE:
TO:
FROM:
SUBJECT:

770 L Street, Suite 800 Sacramento, CA 95814 • T: (916) 324-1541 • F: (916) 322-0827 • www.hsr.ca.gov



d. Transmittals Received/Sent Forms

CHSR Programwide Tasks

TRANSMITTAL
No. **PW00-00002**



California Dept of Technology Svcs
P.O. Box 1810

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"/> Print	<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	SENT VIA:	<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



5. CP# Weekly Executive Report

Report Date: August 16, 2016**SAMPLE** (Information is for example only)**CP#01 Weekly Executive Summary Report**(from August 6, 2016-August 12, 2016)

Note: Indicate new activities shown from previous week in red.

Design Activities:

1. Continuing roadway and bridge designs on segments 1A, 1B, 1C and North Extension with input from the Authority, Project Construction Manager (PCM), and ICE through workshop and task force meetings.
2. **Completed RFC bridge packages for Madera County structures.**
3. Continuing 3rd Party designs on segments 1A, 1B, 1C and North Extension with input from the affected Utility owners, the Authority, Project Construction Manager (PCM), and ICE through workshop and task force meetings.
4. **Completed design for AT&T and PG&E relocations at Fresno trench.**
5. **Started design for San Joaquin river crossing.**

Construction Activities:**General Work**

1. Continuing site assessments, pre-construction surveys and haz-mat assessments on acquired parcels.
2. Continuing haz-mat abatement on various acquired ROW parcels.
3. Continuing building demo in City of Fresno, Fresno and Madera counties-total of 81 buildings demolished and cleared to date.
4. **Started utility relocation work at Avenue 11, 15, and 15-1/2 in Madera County and in the City of Fresno.**

Structures Work

5. Fresno River Viaduct - Continued formwork and rebar placement in Spans 3-6. **Placed concrete for soffit and girders in spans 3-6. Started formwork for the closure between spans 16 and 17.**



6. San Joaquin River Viaduct - **Started CIDH drilling at Bents 39-49 West. Started cofferdam prep work.**
7. Cottonwood Creek – Continued formwork, rebar installation and placed concrete at Abutment 1 and Bents 2-5 columns.
8. Fresno Trench – **Planning to start CIDH drilling for intrusion barrier pending UPRR's concurrence.** Construction of secant piles on hold pending UPRR's concurrence.
9. Tuolumne Bridge – Continued formwork, rebar installation and **placed concrete at several columns and diaphragms in Spans 4-6.** Installing overhang falsework and precast panels. Continuing protect in place PG&E gas and electric lines at Abutment 7.
10. Downtown Fresno Viaduct – continue formwork, rebar installation and **placed concrete at Bents 23 to 29 columns. Start to mobilize falsework materials.**

Roadway Work

11. SR 180 EB - **Started night shift installation of MOT signage for Stage 1.**
12. Avenue 8 - Planning to start construction by end of September, pending ROW availability and County permits.
13. Avenue 12 - Planning to start clearing and grubbing as soon as Quad 7 parcel is acquired.



6. Design Variance Request Form

CALIFORNIA HIGH-SPEED RAIL PROGRAM
DESIGN VARIANCE REQUEST



DVR No: _____ DVR Title: _____

Prepared by: _____ Firm: _____

Date Submitted: _____ Variance Location: _____

RDP System Level Review

Infrastructure	<input type="checkbox"/> No Objection <input type="checkbox"/> Do Not Support	Railroad Systems	<input type="checkbox"/> No Objection <input type="checkbox"/> Do Not Support
Operations & Maintenance	<input type="checkbox"/> No Objection <input type="checkbox"/> Do Not Support	Rolling Stock	<input type="checkbox"/> No Objection <input type="checkbox"/> Do Not Support
Systems Integration	<input type="checkbox"/> No Objection <input type="checkbox"/> Do Not Support	Safety & Security	<input type="checkbox"/> No Objection <input type="checkbox"/> Do Not Support
		Criteria Classification:	Choose an item.

RDP Deputy Director, Engineering Recommendation	Name: _____ Date: _____
PCM DB Oversight Manager Recommendation	Name: _____ Date: _____
Authority Design & Construction Mgr. Recommendation	Name: _____ Date: _____
Authority Engineering Mgr. Recommendation	Name: _____ Date: _____
DVR Committee Recommendation*	Name: _____ Date: _____

Approval

Authority Action: Approve Reject

Name: _____ Title: Director of Engineering

Signature: _____ Date: _____

Authority Action: Approve Reject

Name: _____ Title: Director of Operations and Maintenance

Signature: _____ Date: _____

Part 1 – DVR General Information

* (Ad hoc group to meet as necessary)

Approval Cover

Form: DC-01 (August 2016)



**CALIFORNIA HIGH-SPEED RAIL PROGRAM
DESIGN VARIANCE REQUEST**



DVR No: _____ Rev: _____

DVR Title: _____

Contract No.: _____

Design Drawing Reference(s):

Engineering Seal

(Engineering Seal)

Name: _____ Firm: _____

Signature: _____ Date: _____



**CALIFORNIA HIGH-SPEED RAIL PROGRAM
DESIGN VARIANCE REQUEST**



Part 2 – DVR Requirements

CHSRP Design Requirement:

Design Criteria Requiring a Variance:

Reason for Requesting a Variance:

Justification for Variance:

Proposed Alternative Design Requirement:



CALIFORNIA HIGH-SPEED RAIL PROGRAM
DESIGN VARIANCE REQUEST



Part 3 – DVR Impact Analysis

Environmental

Operations:

Maintenance:

Infrastructure:

Railroad Systems:

Reliability/
Functionality:

Third Party:

Safety:

Security:

Cost Impact: \$100k or less \$5M to \$10M
 \$100k to \$500k \$More than \$10M
 \$500k to \$1M None
 \$1M to \$5M

Schedule Savings with DVR: Design: Yes No Construction: Yes No

Explanation of cost savings:

Schedule impact:



**CALIFORNIA HIGH-SPEED RAIL PROGRAM
DESIGN VARIANCE REQUEST**



Other:

A large, empty rectangular box with a black border, intended for providing additional information or details related to the design variance request.



**CALIFORNIA HIGH-SPEED RAIL PROGRAM
DESIGN VARIANCE REQUEST**



Part 4 Mitigation Measures

Mitigations:

Part 5 – List of DVR Supporting Documentation

Detailed Analysis:

Publications/Standards
Extracts:

Risk Assessment:

Cost Estimate:

Drawings:

Calculations:

Expert Testimonial:

Correspondence:

Other:



7. Directive Memorandum



Memorandum

DATE: 07/22/2016

TO: Jorge Granados

FROM: Robert Ball 

CC: Ofelia Alcantara, Mike Leonardo, Dane Hudson, Eric Scotson, PY Lin, Arvind Joshi, Charlie Guess, Jose Martinez

SUBJECT: Design Build Directive

Design Build Contract(s): CP 02/03

Directive No.: 0015

Directive Title: Grounding and Bonding of Casings and RCP

Purpose of Directive

To clarify requirements for reinforced concrete pipes and metallic sleeves or casings in *Design Criteria Manual Section 22.12 Grounding and Bonding Requirements for Utilities*.

Recommended Directive Language (See below or on Attachment)

Clarifications to Design Criteria Manual Section 22.12:

If metallic sleeves or casings are bare (uncoated), buried with direct contact with earth, and has a ground resistance of 25 ohms or less, they do not have to be grounded with a grounding electrode.

However, if the sleeve or casing is coated with any form of insulating surface treatment, it will have to be grounded at one end via a grounding electrode to provide a ground resistance of 25 ohms or less.

There is no requirement in the Design Criteria Manual to provide insulated joints for metallic casings between new and existing casings unless the third party agency requires it.

If transverse reinforced concrete pipes for utilities and/or cross culverts for drainage are buried with direct contact with earth, they do not have to be grounded with a grounding electrode.



8. Field Engineer's Daily Report Form

California High Speed Rail Authority



FIELD ENGINEER'S DAILY REPORT

Contract No.: TST12-001

Contract Day No.: 350

COMPANY: Larsons Transportation Group DATE: 03/05/2013
 REPORT PERIOD: Daily DAY: Tuesday
 CONTRACT: Test Contract SHIFT: 06:30AM-3:30PM
 TEMPERATURE: 60 - 70 PRECIPITATION: None SKY: Clear WIND: 0-10NE

ACTIVITY

Contractor worked on underground structures at STA 485+00 and ex cavated using backhoe on the 27th Avenue Bridge location....

SCHEDULE

Text

EQUIPMENT

Description	Source	Units	Type	Work Area	Remarks
Backhoe	CAT	2	CT30	28 th St Ramp	Backhoe used to ex cavate....

FIELD LABOR

Category	Source	Sup v.	Frmn.	Jrny.	Appr.	Work Area	Remarks
Laborer	PTG	1	1	4	2	27 th St. Bridge	Work continues at...
Operator		0	1	2	0		
Totals:		1	2	6	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	Bridge Bearings	50.000	Andrews Ave.	134343	Pot bearings	Material was received and stockpiled at...

Prepared by: _____
 Tom Barton
 Larsons Transportation Group

Reviewed by: _____
 Gus Martin
 Larsons Transportation Group

Date: 03/05/2013

Date: 03/08/2013



9. Issue Detail Form and Log
 a. Issue Detail Form

California High Speed Rail							Test Project		
						Issue Detail		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	CKK	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		Contract No.: CP-05					
		Issue Log				Date: 05/22/2013	
						Page: 1 of 1	
NCR No.	Title	Issue	Opened	Closed	Change Involved	Status	Remarks
00001	ROW Parcel Addition	0001	02/28/2013	02/29/2013	N	CLOSED	
00002	Test Issue - CMS	3020.1	04/05/2013	04/06/2013	Y	NEW	
00003	U/G Gas Pipe Interference With Structure X YX	UG-XYZ	05/21/2013	05/22/2013	N	OPEN	



10. Meeting Minutes Form and Log
a. Meeting Minutes Form

<p>(D/B Contractor's Name)</p>  <p>770 L Street Suite 700 Sacramento, CA 95184</p>	<p>MEETING MINUTES</p> <p>Contract No.: PC007 Phone: 916-567-2500 Fax: 916-585-1234</p>
---	---

PROJECT TITLE: D/B Madera to Fresno
LOCATION: 7th Floor Conf. Room

MEETING DATE: [Click here to enter a date.](#)
SUBJECT: Weekly Progress Meeting No. 101

DID ATTEND	INITIALS	ATTENDEE NAME	COMPANY NAME	PHONE
Y	AJD	Alfred J. Doyle	D/B Contractor (TPZP)	916-384-9500
Y	ANT	Angel Tan,	D/B Contractor (TPZP)	914-402-0506
N	CJD	Cenda J. Denoux	D/B Contractor (TPZP)	225-906-1365
Y	JCS	John Sloan	D/B Contractor (TPZP)	303-390-5960
N	JGA	James Anderson	D/B Contractor (TPZP)	916-384-9561
Y	GAF	Glenn A. Fotherhill	D/B Contractor (TPZP)	916-384-1488
Y	GAH	Glenn A. Helrich	Authority	617-960-5003
Y	GAM	Gus Martinez	Authority	305-261-4705
Y	JOA	Joe Austin	Authority	415-264-1889
Y	KLS	Kathy Smith	Authority	916-384-0560
Y	MIT	Mary Townsend	Project & Construction Management (PCM)	916-403-6940
Y	PKP	Paul K. Pulver	Project & Construction Management (PCM)	916-403-6930
Y	RDS	Ronald D. Smith	Project & Construction Management (PCM)	415-243-4770
Y	RN	Robert Northano	Project & Construction Management (PCM)	617-960-5040

ITEM	START DATE	DESCRIPTION	STATUS	DUE DATE	BALL IN COURT/ RESPONSIBLE PERSON
001.00.00		Safety			
002.00.00		Quality			
002.10.00		ICE/ISE			
003.00.00		Environmental			



PROJECT TITLE: CHSR Programwide Tasks

MEETING DATE: 02/26/2013

LOCATION: 7th Floor Conf. Room

SUBJECT: Project Controls Coordination Meeting

004.00.00		Design Status			
006.00.00		Geotech Activities			
007.00.00		ROW Status			
008.00.00		3 rd Parties			
009.00.00		Document Control/Project Controls			
010.00.00		Public Involvement/Small Business			
011.00.00		Construction/Progress Schedule			
012.00.00		Outstanding Items			
000.00.00		Contractor Billings to Date			
		NTP Allotted Amount			
		Remaining			

Prepared By: Jones Construction Co.

Signed: _____
James T. Ross, Project Manager-JCC

Dated: [Click here to enter a date.](#)



b. Meeting Minutes Log

California High Speed Rail	Meeting Minutes Log	CHSR Programwide Tasks
	By Date	Date: 05/20/2013 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



11. Non-Conformance/Non-Compliance Report Form and Log
a. Non-Conformance Report

California High-Speed Rail



NON-CONFORMANCE REPORT

No. HSR00-00

DATE: 03/08/2013

PROJECT: CP-01-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: 03/15/2014

Payment Milestone: 23456

Backfill at Last Avenue failed density tests.

RECOMMENDED CORRECTIVE ACTION:

Date Responded: 03/08/2014

Fill will be removed, replaced and recompact as required. Density tests will be performed again.

APPROVAL OF CORRECTIVE ACTION AND CLOSE-OUT OF NCR:

NCR Approved By:

Prepared by: _____
Mammoth Construction Company
Date: 03/08/2013

Approved by: _____
Mammoth Construction Company
Date: 03/09/2013

NCR Corrective Action Verified By:

Prepared by: _____
ACE Construction Management, Inc.
Date: 03/11/2013

Approved/Verified by: _____
ACE Construction Management, Inc.
Date: 03/12/2013



b. Non-Conformance Report Log

California High Speed Rail

Contract No.: CP-010



**Non-Conformance Report Log
Non-Compliance Report Log**

Date: 4/30/2014

Page: 1 of 1

NCR No.	Title	Start Date	Status	Required	Completed	Responded	Remarks
001	Backfill Compaction Tests	03/01/2013	NEW	03/15/2014	03/31/2013	03/22/2013	Re-test accepted
002	Unacceptable Anchor Bolt Clearances	03/01/2013	NEW	03/18/2014	03/31/2013	03/16/2013	Rework accepted



12. 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



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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 15th of the month to allow for report production by the 20th.

II. Key Dates

RFQ	November 15, 2011
SOQ	December 19, 2011
RFP	March 22, 2012
Proposal	January 18, 2013
Bid Opening	April 13, 2013
Contract Award	August 16, 2013
NTP 1	October 15, 2013
NTP 2	November 22, 2013
NTP 3	(Future)
Work Start	October 15, 2013
Original Contract Completion	January 31, 2018
Current Contract Completion	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 TP2P 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

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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

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 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. 3rd Party and Utility Agreements

Negotiation of key 3rd Party agreements continues to lag anticipated agreement dates and presents a potential risk to the project schedule.



CHSRA – CP1 STATUS REPORT

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 Contract: HSR 13-06



A. Executed Agreements

Number	3 rd 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 rd 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

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3 rd 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 3rd 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
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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

Total ROW Parcels Required	385
-----------------------------------	------------

Regular Parcels - Excluding DB Critical

		Occupied	Unoccupied	Balance
Special Parcels - No Appraisals	4		4	
Agreements Submitted:	1	0	1	
Possession Granted:	1	0	1	
Certified for Contractor:	1	0	1	
Balance:				3
Parcels	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	
Balance				257

DB Critical Parcels - Priority 1

		Occupied	Unoccupied	Balance
Special Parcels - No Appraisals	2		2	
Agreements Submitted:	0	0	0	
Possession Granted:	0	0	0	
Certified for Contractor:	0	0	0	
Balance:				2



CHSRA – CP1 STATUS REPORT

Reporting Period: May 21, 2014-June 15, 2014
 Contract: HSR 13-06



Regular Parcels - Excluding DB Critical		Occupied	Unoccupied	Balance
Parcels	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	
Balance:				38

Railroad Parcels - Excluding DB Critical		Occupied	Unoccupied	Balance
Parcels	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	
Balance:				21

Railroad Parcels - Priority 1		Occupied	Unoccupied	Balance
Parcels	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



Balance:			16
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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. Finance & Audit Committee Monthly Status Summary (Sample)

	Monthly Status Report No. MR-013 Construction Package 2-3 Contract: HSR 13-57	Data Date: 06/30/2016 Board Meeting: Aug 2016 Period: 6/1/2016 to 6/30/2016	
	Construction Manager: Jorge Granados Design & Construction Manager	Project Director: Mike Leonardo Project Director	
	PCM: Charlie Guess DB Oversight Manager	Regional Director: Diana Gomez Central Valley Regional Director	
Design-Builder: Dragados / Flatiron Joint Venture			

<u>Milestones</u>	
RFQ Date:	10/09/2013
SOQ Date:	12/13/2013
RFP Date:	04/03/2014
Proposal:	10/30/2014
Bid Open Date:	12/11/2014
Award Date:	06/10/2015
LNTP Date:	06/12/2015
NTP Date:	07/25/2015
Target Original Completion Date:	08/19/2019
Target Current Completion Date:	08/19/2019

<u>Contract Status</u>	
Fixed Bid Price:	1,205,335,890.00
Provisional Sums:	160,000,000.00
Original Contract Price:	1,365,335,890.00
Executed Change Orders:	3,813,755.50
Current Contract Amount:	1,369,149,645.50
Approved Invoices to Date:	216,269,084.55
Remaining Contract Balance:	1,152,880,560.95

<u>Contract Time Status</u>	
Original Contract Days:	1,025
CO Days:	0
Work Days Spent (thru 6/30/16):	236

<u>Contingency Status</u>	
Original Contingency Price:	261,200,000.00
CHSRA Adds/Deducts to Contingency:	0
**Executed Change Orders:	3,813,755.50
Current Contingency Balance:	257,386,244.50

<u>Expended to Date (Contract %'s)</u>	
Time:	23.02%
Dollars:	15.80%
<u>Growth %</u>	
% Time Growth:	0.0%
% Dollars Growth:	0.0%

<u>Budget Status</u>	
Original Contract Price:	1,365,335,890.00
Original Contingency Amount:	261,200,000.00
Original Budget Allotment:	1,626,535,890.00
CHSRA Adds/Deducts to Contingency:	0.00
Budget Transfers (Adds/Deducts):	0.00
Current Budget Allotment:	1,626,535,890.00

**Contingency funded change orders only

Major Scheduled Activities Planned/Ongoing

- Transmittal of Permits to Enter (PTEs) to DFJV (Ongoing)
- Preparation, Delivery and Review of Contract Submittals (Ongoing)
- Third Party Agreement negotiation (Ongoing)
- Utility Disconnects (Ongoing)
- Property Management – (Ongoing)
- Geotechnical potholing (Ongoing)
- Tulare County Resurfacing submittal approved-road improvements to begin in Summer 2016.

Key Work Accomplished this Period

- Delivery of Permits to Enter (PTE) and property parcels to DFJV (Ongoing)
- Geotechnical exploration activities and environmental surveys (Ongoing).
- Clearing and Grubbing began in May
- Outreach Event on June 15, 2016.

Data Date: 06/30/2016

Page 1 of 1

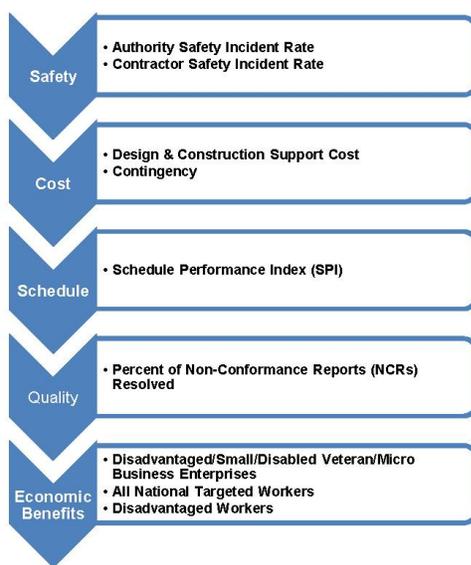


c. Finance & Audit Committee Monthly Performance Metrics (Sample)

Board Meeting: Aug 2016
Data Date: 06/30/2016

Finance and Audit Committee Performance Metrics

Construction Package 2-3 Contract No. HSR 13-57



PERFORMANCE METRICS

The following performance metrics for Construction Package 2-3, 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.



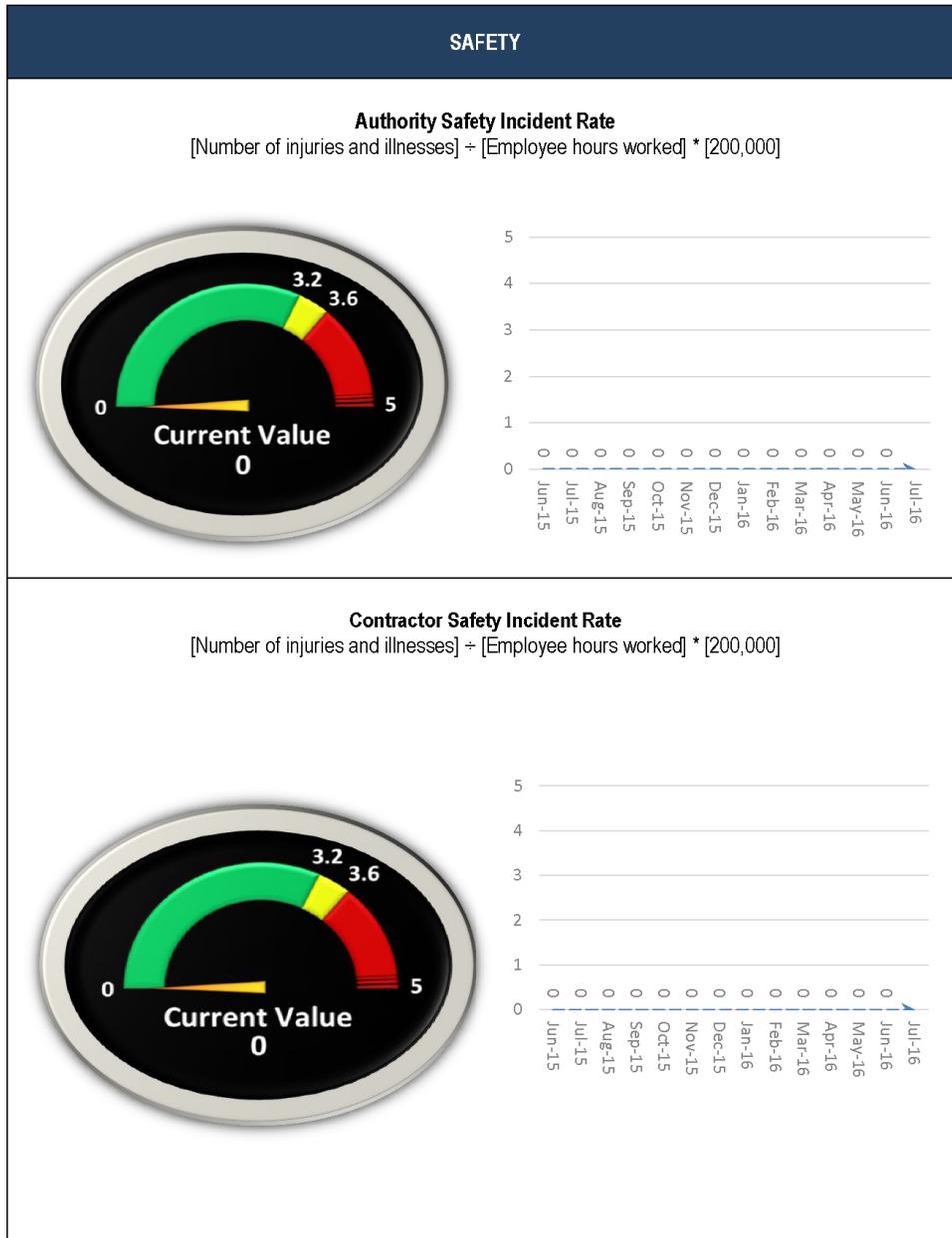


Finance and Audit Committee
Performance Metrics

Board Meeting: August 2016
Data Date: 06/30/2016
Contract: HSR 13-57

Construction Package 2-3

Performance Metrics



Data Date: 06/30/2016

Page 2 of 10

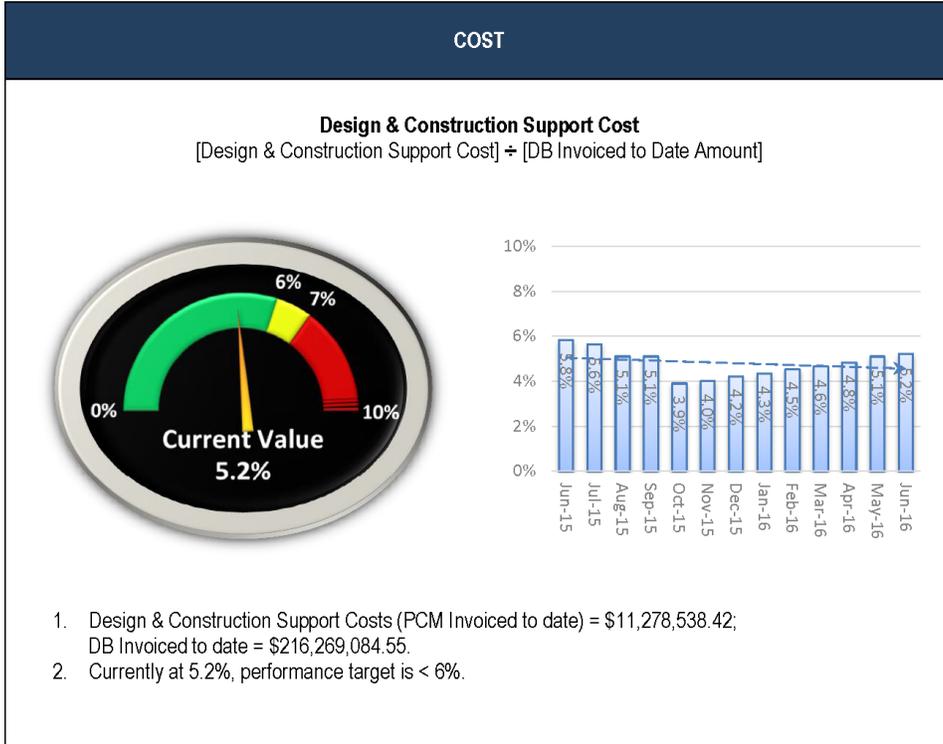




Finance and Audit Committee
Performance Metrics

Board Meeting: August 2016
Data Date: 06/30/2016
Contract: HSR 13-57

Construction Package 2-3





Finance and Audit Committee
Performance Metrics

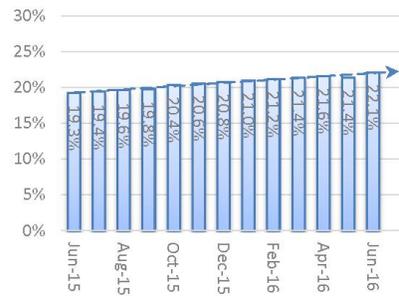
Board Meeting: August 2016
Data Date: 06/30/2016
Contract: HSR 13-57

Construction Package 2-3

COST (Continued)

Contingency

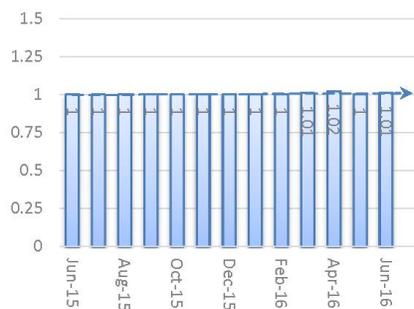
[Remaining Contingency Value] ÷ [Remaining Contract Value]



SCHEDULE

Schedule Performance Index (SPI)

[Earned Value] ÷ [Planned Value]



1. Earned Value = \$216,269,084.55; Planned Value = \$214,665,640.86.
2. Currently at 1.01, performance target is >1.

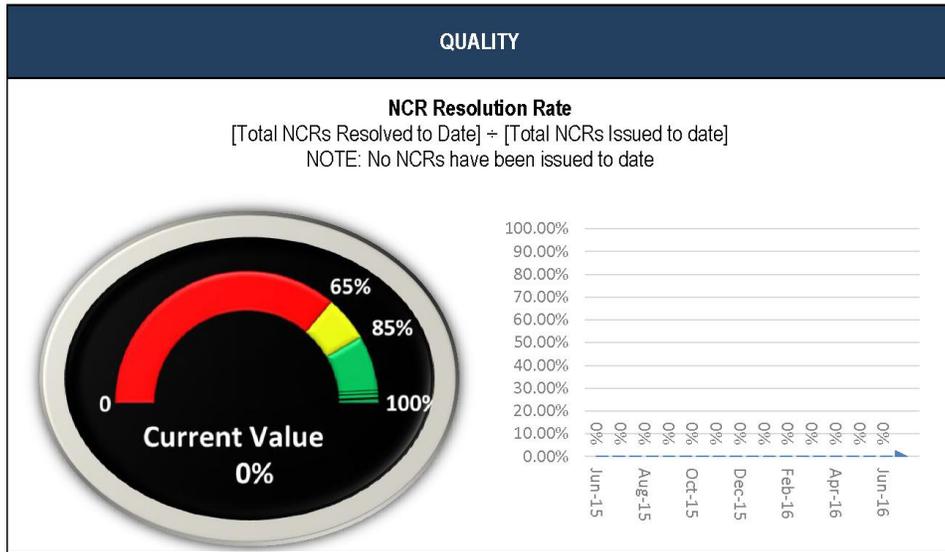




Finance and Audit Committee
Performance Metrics

Board Meeting: August 2016
Data Date: 06/30/2016
Contract: HSR 13-57

Construction Package 2-3





Construction Package 2-3

ECONOMIC BENEFITS

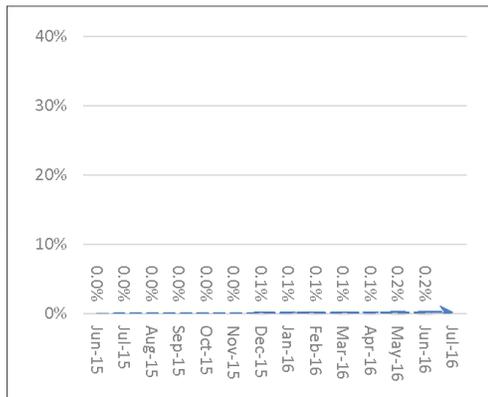
Disadvantaged/Small/Disabled Veteran/Micro Business Enterprises

[Total Value of DBE/SBE/DVBE/MB Contracts Signed to Date with the DB Contractor] ÷ [DB Contract Value]

Reason –The project is in the Design phase. The majority of the work performed to date is management, mobilization and design work. These activities are performed by the Design-Build Joint Venture and its Designer of Record. The opportunity to hire Small Business sub consultants are very limited.

Mitigation/Improvements – The project target is to achieve the 30% goal by project completion. The Project Team set intermediate goals of 3% by June 2017, 10% by December 2017 and 20% by December 2018.

This metric will improve once the contractor begins to execute subcontracts for the construction phase of the project and the contractor is able to commit to a greater degree of small business utilization during construction.





Finance and Audit Committee
Performance Metrics

Board Meeting: August 2016
Data Date: 06/30/2016
Contract: HSR 13-57

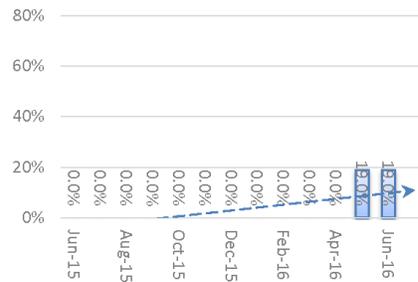
Construction Package 2-3

ECONOMIC BENEFITS (Continued)

All National Targeted Workers

$$[\text{National Targeted Worker Craft Hours to Date}] \div [\text{Total Craft Hours to Date}]$$

NOTE: Field construction activities have started with minor demolition of houses and other small buildings.



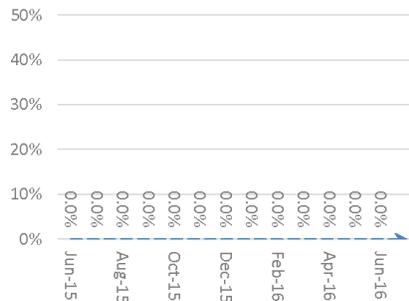
Reason: The majority of work performed to date has been in management, mobilization, and design by the Design-Build Joint Venture and its Designer of Record.

Mitigation/ Improvements: More opportunities to hire Disadvantaged Workers when contractor begins to execute subcontracts for the construction phase.

NOTE: Data is reported quarterly. Next report will include updates.

Disadvantaged Workers

$$[\text{Disadvantaged Worker Craft Hours to Date}] \div [\text{National Targeted Worker Hours}]$$



Reason: The majority of work performed to date has been in management, mobilization, and design by the Design-Build Joint Venture and its Designer of Record.

Mitigation/ Improvements: More opportunities to hire Disadvantaged Workers when contractor begins to execute subcontracts for the construction phase.

Data Date: 06/30/2016

Page 7 of 10





Construction Package 2-3

Performance Metrics – Explanatory Details

Category	Description
General	Data Period
Description	Performance Metrics represent the period of 06/12/15 (Limited Notice to Proceed) to 6/30/2016.
Safety	Authority Safety Incident Rate: $[\text{Number of injuries and illnesses} \times 200,000] \div [\text{Employee hours worked}] *$
Description	<ul style="list-style-type: none"> The goal is to contain the incidence rate at ≤ 3.2. 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. Authority (CP 2-3 Authority and Consultant on-site staff) has zero incidents of recordable injury or illness to date. The Consultant staff has 79,920, hours worked through June. The incidence rate represents the number of nonfatal occupational injuries and illnesses per 100 full-time workers and is calculated as: $(N \times 200,000) \div \text{EH}$, where N = number of injuries and illnesses EH = total hours worked by all employees during the calendar year 200,000 = base for 100 equivalent full-time workers (working 40 hours per week, 50 weeks per year).
Safety	Contractor Safety Incident Rate: $[\text{Number of injuries and illnesses} \times 200,000] \div [\text{Employee hours worked}] *$
Description	<ul style="list-style-type: none"> The goal is to contain the incidence rate at ≤ 3.2. 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. Design-Build Contractor (DB) has zero (0) incidents of recordable injury or illness to date. Design-Build Contractor (DB) has zero construction hours worked to date as the project is still in the design phase. The start for early start construction with the Tulare roadway improvements has moved to August 2016. The incidence rate represents the number of nonfatal occupational injuries and illnesses per 100 full-time workers and is calculated as: $(N \times 200,000) \div \text{EH}$, where N = number of injuries and illnesses EH = total hours worked by all employees during the calendar year 200,000 = base for 100 equivalent full-time workers (working 40 hours per week, 50 weeks per year).
Cost	Design & Construction Support Cost: $[\text{Design & Construction Support Cost}] \div [\text{DB Invoiced to Date Amount}]$
Description	<ul style="list-style-type: none"> The goal is to keep the support cost at $\leq 6\%$. Benchmark: Transit Cooperative Research Program (TCRP) Report 138 is an industry resource for understanding soft costs and was sponsored by the FTA. Construction Administration & Management should be in the range of 5% to 6% of construction costs. The Design & Construction Support Cost encompasses the Project & Construction Management Team (PCM) invoiced to date amount = \$11,278,538.42. The DB Invoiced to Date Amount = \$216,269,084.55.





**Finance and Audit Committee
Performance Metrics**

Board Meeting: August 2016
Data Date: 06/30/2016
Contract: HSR 13-57

Construction Package 2-3

Cost	Contingency: $\frac{[\text{Remaining Contingency Value}] + [\text{Remaining Contract Value}]}{[\text{Remaining Contract Value}]}$
Description	<ul style="list-style-type: none"> The goal is contain the contingency in the range of 10-20%. 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. <i>(Note: The contingency percentage will be adjusted per FTA guidelines as design and construction move forward.)</i> The Remaining Contingency = $[\text{Current Allocated Contingency Amount}] - [\text{Executed Change Orders Affecting Contingency}] = \\$257,386,244.50$. The Remaining Contract Value = $[\text{Revised DB Contract Amount}] - [\text{Authority Approved Invoices to Date}] = \\$1,152,880,560.95$.
Schedule	Schedule Performance Index (SPI): $\frac{\text{Earned Value (EV)} + \text{Planned Value (PV)}}{[\text{Planned Value (PV)}]}$
Description	<ul style="list-style-type: none"> The goal is to achieve $SPI \geq 1$, which is same as $\geq 100\%$ when expressed in percent. Benchmark: As per guidelines by PMI (Project Management Institute, World Wide) the SPI should be ≥ 1 or 100%. At a value of 100% the Project is forecasted to complete on-time. $EV = \text{Percent Complete} \times BAC$ (Budget at Completion) PV= Planned Value Planned Value: \$ 214,665,640.86 SPI: 1.01. <i>(Note: Planned Value is an estimation based on a Baseline Schedule that is being reviewed and revised.)</i>
Quality	Non-Conformance Report Resolution (NCR) Rate: $\frac{[\text{Total Non-Conformance Reports Resolved to Date}] + [\text{Total Non-Conformance Reports Issued to Date}]}{[\text{Total Non-Conformance Reports Issued to Date}]}$
Description	<ul style="list-style-type: none"> Measures the effective resolution of NCRs based on percentage of NCR corrective actions approved. The goal is to identify and approve resolution of the NCR as soon as practical. The target rate is to stay above 85% closed. This metric is a measure of the resolution rate of non-conforming work issues identified on the project, based on the KPI Standard organization's Heavy and Civil Engineering Construction definition. The target rate identified is preliminary and is derived from the professional judgment of multiple construction professionals and NCR data to date. This metric will be measured and trended for refinement throughout the life of the CP 2-3 project and across multiple High Speed Rail construction packages to develop a performance standard for the High Speed Rail. Total Non-Conformance Reports Issued to Date: 0 Total Non-Conformance Reports Resolved to Date: 0
Economic Benefits	Disadvantaged/Small/Disabled Veteran/Micro Business Enterprises: $\frac{[\text{Total Value of DBE/SBE/DVBE/MB Contracts Signed to Date with the DB}] + [\text{DB Contract Value}]}{[\text{DB Contract Value}]}$
Description	<ul style="list-style-type: none"> The current goal is achieve $\geq 30\%$ 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 30% over the course of the project. DB is continuing its process of executing subcontracts with DBE/SBE/DVBE/MB firms. DBE/SBE/DVBE/MB Contract Amount Signed to date: \$2,449,061.26. Given that Notice to

Data Date: 06/30/2016

Page 9 of 10





**Finance and Audit Committee
Performance Metrics**

Board Meeting: August 2016
Data Date: 06/30/2016
Contract: HSR 13-57

Construction Package 2-3

	<p>Proceed was only issued to the Design-Builder on 7/25/15 and the project is in the design phase, it is too early to measure significant DBE progress. Interim goals have been developed as follows: 3% utilization by June 2017, 10% by December 2017 and 20% by December 2018. NOTE: Data is reported quarterly. Next report will include updates.</p>
Economic Benefits	All National Targeted Workers: [National Targeted Worker Craft Hours to Date] ÷ [Total Craft Hours to Date]
Description	<ul style="list-style-type: none"> The goal is ≥ 30% as identified in the contract. 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. DB has 527 National Targeted Worker craft hours to date. DB has 2,778 craft hours to date. <p>NOTE: Data is reported quarterly. Next report will include updates.</p>
Economic Benefits	Disadvantaged Workers: [Disadvantaged Worker Craft Hours to Date] ÷ [National Targeted Worker Hours to Date]
Description	<ul style="list-style-type: none"> The goal is ≥ 10% as identified in the contract. 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. DB has zero Disadvantaged Worker craft hours to date. DB has 527 National Targeted Worker hours to date. <p>NOTE: Data is reported quarterly. Next report will include updates.</p>



13. 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 PMT for Review										CDFW 2081 Submit to Agency										Section 208.10/Section 408 Submit to PMT for Review										Section 208.10/Section 408 Submit to Agency										MSIP										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 ²	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 ²	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 ²	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).



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14. Photograph Form

California High Speed Rail Authority



PHOTOGRAPH FORM

Date: 4/12/2014

Page: 1 of 1

Contract No.: CP-15
Contract Name: Design/Build Contract from Madera to Fresno
Date
Photograph Taken: 4/12/2014 @7:52AM
Description: California 169-Station 185+00



Photo No.: 0101
View: Looking East at intersection of 17th Street and CA 169
Location: Arnold, CA
Photo taken by: Daniel Smith



15. Request for Information Form and Log
a. Request for Information Form



REQUEST FOR INFORMATION
 HSR13-57.00084

TITLE: (J0029) HSR Vertical Clearance Enve **DATE:** 04/06/2016
CONTRACT: Construction Package 2-3
TO: Attn: Charlie Guess **STARTED:**
 Project and Construction Mgmt Team **COMPLETED:**
 1713 Tulare St. **NEED DATE:** 04/13/2016
 Fresno, CA 93721
 Phone: Fax:
FROM: Lloyd Neal
 Dragados/Flatiron Joint Venture
 1610 Arden Way, Ste. 175
 Sacramento, CA 95815
 Phone: Fax:

Related Contract Documents: Spec. Section:

REQUESTED INFORMATION:

There is conflicting information between the directive drawings and the design criteria for the application of the vertical clearance envelope on the HSR profile. Note 3 on Directive drawing DD-CV-904 indicates that "vertical clearances shall be measure from the high rail" on superelevated curves, however Appendix 3.C of the Track Clearance chapter in the design criteria shows that the datum for the clearance envelope is the low rail and takes into account up to 6 inches of superelevation. DFJV-Jacobs believes that the vertical clearance envelope shall be measure from the low rail as shown in appendix 3.C, please indicate whether the Authority concurs in the design team's interpretation of the vertical clearance envelope application. This design interpretation and correction also applies to segments where the northbound and southbound tracks run on separate profiles.

Requested By: Dragados/Flatiron Joint Venture

Signed: _____ **Date:** 04/06/2016
 Lloyd Neal

RESPONSE:

See attached PCM RFI Response.

Response Prepared By:

Signed: _____ **Date:** 04/15/2016
 Charlie Guess PCM

Response Concurred By:

Signed: _____ **Date:** _____
 Authority



b. Request for Information Log

California High Speed Rail Authority										Test Project		
										Request for Information Log		Date: 04/04/2013
												Page: 1 of 1
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		
Q: Please provide detailed instructions on the use of CMS.					A: 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		
Q: Please provide detailed instructions on the use of Primavera Contract Management System (CMS).					A: 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		
Q: Lets test linking a 2nd RFI from a previous RFI					A: OK							
00004	MCC	PB		Test Link	03/29/2013	04/05/2013		NEW	PB/TIR	7		
Q: Lets test linking a 2nd RFI from a previous RFI					A: OK							
00005	PB	ACE		RFI Title	04/01/2013	04/08/2013	04/09/2013	OPN	/	9		
Q: Enter the Question here					A: Populate the Answer here.							



16. Submittal Transmittal Form and Log
a. Submittal Transmittal Form

California High Speed Rail Authority		SUBMITTAL	
	Submittal Transmittal		HSR00-00
			No. WXYZ
			PACKAGE NO: 020000

TITLE: Proposed Baseline Schedule	REQUIRED START: 03/06/2013
CONTRACT: Construction of CP 74	REQUIRED FINISH: 03/13/2013
DRAWING: Proposed Baseline Schedule	DAYS HELD: 26
STATUS: NEW	DAYS ELAPSED: 28
BIC: MCC	DAYS OVERDUE: 20

RECEIVED FROM		SENT TO		RETURNED BY		FORWARDED TO	
MCC	MDD	PB	ADH	PB	TIR	MCC	MDD

Revision										
Revision No.	Description / Remarks	Received	Sent	Returned	Forwarded	Status	Sepias Prints	Drawing Date	Held	Elapsed
001	Proposed Baseline Schedule 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			
											Submittal Log		Date: 04/02/2013	
													Page: 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		



b. Time and Material/Change Order Accounting Cost Report



**TIME AND MATERIAL / CHANGE ORDER
ACCOUNTING COST REPORT**

Day/Date: _____
Location: _____
Report No: _____

Contract No: _____ Contractor: _____
Title: _____
Description: _____

Schedule Activities:

PART A - LABOR	NAME OF EMPLOYEE (1)	CLASS OF EMPLOYEE (2)	TIME TYPE (3)	BASIC HOURLY RATE (4)	FRINGE BENEFITS/HR (5)	TOTAL RATE (6)=(4)+(5)	HOURS (7)	TOTAL (8)=(6)*(7)	LABOR SURCHARGE(%) (9)	LABOR MARKUP (%) (10)	TOTAL LABOR (11)=(8)+(9)*(8)+(10)
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
						\$0.00		\$0.00			\$0.00
TOTAL FOR PART A											\$0.00

* The labor surcharge covers: Worker's Compensation, Social Security, Medicare, Federal unemployment insurance, State unemployment insurance and State Training

PART B	MATERIALS (Invoices Attached)**	UNIT OF MEASURE	UNIT PRICE (12)	NO. OF UNITS (13)	TOTAL (14)=(12)*(13)	MARKUP (%) (15)	MARKUP AMOUNT (16)=(14)*(15)
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
TOTAL FOR PART B							\$0.00

PART C	EQUIPMENT	CLASS	MAKE	CODE	RATE (17)	FACTOR (18)	HOURS (19)	TOTAL (20)=(17)*(18)*(19)	MARKUP (%) (21)	MARKUP AMOUNT (22)=(20)*(21)
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
								\$0.00		\$0.00
TOTAL FOR PART C										\$0.00

PART D	SUBCONTRACTOR (Invoices Attached)**	AMOUNT (23)	MARKUP (%) (24)	MARKUP AMOUNT (25)=(23)*(24)
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL FOR PART D				\$0.00

PART E	MISCELLANEOUS ITEMS (Invoices Attached)**	AMOUNT (26)
TOTAL FOR PART E		\$0.00

PART F	GRAND TOTAL FROM THIS REPORT (PARTS A THROUGH E)	\$0.00
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**Attached invoices for costs not attributable to labor or equipment.

DESCRIPTION OF WORK:

ASSOCIATED PAYMENT ITEMS:

The above is a true statement for the work referenced in the Description of Work Section.

Signature: _____
BY CONTRACTOR'S PROJECT MANAGER

Print Name: _____ Date: _____



18. Task Order Proposal (TOP)
a. Task Order Proposal (TOP) for Provisional Sums



**TASK ORDER (TO)
 FOR PROVISIONAL SUMS**

TO No: [Click here](#)
TOP No.: [Click here](#)

TITLE: Building No. 101 Demolition **DATE:** 05/28/2013
PROJECT: CP-01 **CONTRACT No:** HSR13-06
CONTRACTOR: Tutor Perini / Zachry / Parsons, a Joint Venture
 15901 Golden Street
 Sylmar, CA 91342

DESCRIPTION OF TASK ORDER WORK:
 Identify the Contract specific Provision Sums (e.g.- Utility Provisional Sum) item from which payment will be made. Describe what constitutes the required task order work scope.

SUMMARY OF AGREED TO COSTS AND CONDITIONS:
 Provide the amount agreed to for payment and remaining balance in the specified Provisional Sum Payment Item. Provide description of all related costs to perform the proposed work.

AGREED PAYMENT ITEMS (IN PROVISIONAL SUM ITEM):

Item	Description	Quantity	Units	Unit Price	Net amount
00001	Asbestos Removal	1.000	PayMS-LS	\$100,000,000	\$100,000,000
Total					\$100,000,000

AGREED SCHEDULE DETAILS:
 The agreed schedule duration is... Attach the agreed schedule subnet for this to work.

Note: This TO is understood to be the summary of the agreement as negotiated on _____. The Contractor shall not proceed with any of this TO work prior to issuance of an approved TO, unless otherwise directed by the Authority.





**TASK ORDER (TO)
FOR PROVISIONAL SUMS**

TO No: [Click here](#)
TOP No.: [Click here](#)

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		
Submitted by:		
Signature	(Print name and title)	Date

CALIFORNIA HIGH-SPEED RAIL AUTHORITY		
Reviewed by:		
Signature	(Print name and title)	Date
Recommended by:		
Signature	(Print name and title)	Date
Approved by:		
Signature	(Print name and title)	Date

