Alternative Project Delivery Methods for Public Works Projects in California

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I. Introduction

Public agencies in California have long been restricted in the manner they can award public works construction projects. As a general rule, public agencies are obligated by competitive bidding statutes to award construction contracts to the lowest responsive, responsible bidder. This traditional project delivery method places primary importance on cost, and restricts agencies from utilizing most of the alternative project delivery methods available to the private sector (design-build, job-order contracting, construction manager at risk, public-private partnerships, integrated project delivery, all discussed below in more detail). However, an increasing number of statutes are being enacted authorizing designated public agencies to use alternative project delivery methods under certain circumstances. While this is a welcome trend for most people involved with public works contracting, the scope of this authority is both limited and confusing. This paper will summarize the current statutory authority for alternative project delivery methods for public works projects, and explain why it is vitally important for public agencies to understand the limits of these statutes so as to avoid awarding public works contracts illegally.

Determining the statutory constraints that apply to a particular public works project is only the first step in selecting the best project delivery method. Where more than one project delivery method is available, careful thought should be given to which method is most advantageous for that particular project. The answer will vary depending on the size of the project, how quickly it must be delivered, the complexity of the work, how much risk the public agency is willing to assume, and other variables. As discussed in more detail below, even those agencies that are subject to competitive bidding requirements can tailor their approach to particular projects with creativity to maximize their opportunity for a successful outcome. For instance, awarding a project on a multi-prime basis (modified CM at risk) allows a public agency to use a qualifications-based selection process for the construction management firm while still awarding the construction work to the lowest bidder for various individual trade contracts. It also allows for the inclusion of integrated project delivery principles (early involvement of trade contractors in the design process, and structuring of compensation based on successful project outcome). For large, complex projects, this approach offers real benefits in terms of the quality of construction, efficient delivery and cost.

II. The Base-line: Lowest Responsive, Responsible Bidder

Until recently, most public agencies in California have been required to award all public works construction projects to the lowest responsive, responsible bidder. This contract award method is commonly referred to as the “design-bid-build” project delivery method, because the design contract is awarded separately from the construction contract. After the design work is complete, the construction contract documents are advertised, contractors submit bids, the work is awarded to the lowest bidder, and the structure or public improvement is built. Thus, in order, the project goes through the design, bid and build phases.

There are several defining features of a design-bid-build contract award. First, the award must be made on the basis of cost (lowest bid submitted). The agency cannot award the contract based on the qualitative factors of the contractors bidding for the work such as experience, financial capacity, references, safety record etc. Second, the low-bidder must submit a bid which is responsive to all of the requirements set forth in the contract documents. Third, the agency must confirm that the lowest bidder meets the requisite "responsibility" standard. "Responsible bidder" is defined as "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." (See Public Contract Code Section 1103.) Finally, the scope of services provided under the contract can't include any professional services (such as construction management, engineering or architectural services). This is because California Government Code 4526 (known as the "Little Brooks Act") requires that contracts for professional services for architectural, engineering, environmental, land surveying, or construction project management be awarded "on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." In other words, it can't be awarded on the basis of cost. Thus, without specific statutory authority to combine professional services and construction work, a single contract awarded by a public agency can't include both construction and professional services because two different contract award methods must be implemented.

It is important to note that there can be significant variations among competitive bidding statutes requiring an award to the lowest bidder. For instance, different agencies have different dollar thresholds for competitive bidding. Some agencies must competitively bid all contracts over $10,000 while others do not need to use competitive bidding for contracts below $100,000. In addition, the type of contracts which require competitive bidding can be defined differently in different statutes. One statute may require competitive bidding for "maintenance" or "repair" contracts while another may not. Thus, the first step for any public agency embarking on a public works project is to have a firm understanding of the requirements and limitations of the specific competitive bidding statute to which it is subject. Depending on the type of agency, competitive bidding statutes can be found in the Public Contract Code, Health and Safety Code and the Streets and Highways Code. There are some public agencies which are not subject to any competitive bidding requirements, but they are rare. Other entities, like the University of California at San Francisco, have special legislative authority for a pilot program which allows the university to award contracts on a "best value" basis and avoid strict low bid awards.

III. Design-Build

A design-build contract involves the award of a single contract for both the design and construction of a structure or public improvement. The primary advantage of awarding a project on a design-build basis is that the project will likely be completed sooner than if two separate contracts are awarded for design work and construction work, although it may not necessarily be cheaper. By combining the design and construction, the design-build contractor has greater control over the schedule, quality of the work and ultimately the efficiency of the project as conflicts between design and construction are significantly reduced. Another advantage of awarding a project on a design-build basis for the public agency owner is that the responsibility for a successful outcome rests with a single entity rather than being split between two firms who are frequently motivated to take a defensive and adversarial posture when claims arise. Of course, the possibility for conflicts between the design-build contractor and public agency owner still exists, for instance with regard to the quality of the initial 30% design which the owner usually furnishes prior to bidding.

While design-build contracts have been prevalent in the private sector for 15-20 years, they can not be used in the public sector in the absence of specific statutory authority. As discussed above, professional design services must be awarded on the basis of "demonstrated competence and on the professional qualifications" and construction work must generally be awarded to the lowest bidder. Thus, award of a single contract for design-build services would violate one of these requirements.

Fortunately, the California Legislature has gradually adopted a handful of statutes over the last 10 years that authorize design-build contracts for particular public agencies under specified circumstances. While some argue that design-build authority should be made available to all public agencies, the Legislature has been deliberate in their expansion of this authority. Only the following public agencies may currently utilize design-build contracts: 1) "transit operators"; 2) cities; 3) Sonoma County Health Care District; 4) school districts; 5) community college districts; 6) counties; 7) Director of General Services for the State of California; 8) Los Angeles County Metropolitan Transportation Authority; 9) select public agencies pursuing wastewater or solid waste facilities; and most recently 10) "local transportation agencies." For more details regarding these statutes, see the table attached to this paper.

These design-build statutes can vary significantly. For instance, cities have a dollar threshold of $1 million, while transit operators have a threshold of $25 million for capital maintenance or capital enhancing rail projects. Some statutes require that design-build contracts be awarded to the lowest bidder, while others allow for a "best value" approach to determine the successful proposer. A "best value" award generally allows the public agency to select from among a variety of qualitative factors as well as cost. For instance, under the design-build statute for transit operators, "best value" is defined as "a value determined by objective criteria and may include, but is not limited to, price features, functions, life-cycle costs, and other criteria deemed appropriate by the transit district." Payment bond and subcontractor listing requirements generally apply under the design-build statutes, although the requirements are modified slightly from the low bid setting.

IV. Construction Manager at Risk

The construction manager at risk ("CM at risk") project delivery method is also common in the private sector, although it is generally not available for public works construction projects. In its truest form, a CM at risk contract involves hiring a construction management firm after the design has been completed to take responsibility for the construction of the project. The contract award to the CM is usually made on a qualitative basis, and not strictly on price. Generally, the CM agrees to deliver the completed project to the public agency for no more than a guaranteed maximum price. The CM will then award contracts to individual trade contractors to perform specific portions of the construction work. The CM can select trade contractors on whatever basis it prefers (lowest bidder, qualifications, familiarity, etc). The CM manages the construction work performed by the trade contractors, and may also choose to perform some of the actual construction work, in which case the entity would function as a combined construction manager and general contractor (CM/GC).

As with design-build contracting authority, utilizing a true CM at risk project delivery method is not possible for most public agencies without specific statutory authority, for several reasons. First, unless each trade contract is competitively bid and awarded by the public agency, a CM at risk contract does not satisfy the requirement to award contracts for construction work to the lowest responsible bidder. Second, if the CM decides to perform some

of the construction work itself and act in part as a general contractor, the CM's contract would also need to be awarded to the lowest responsible bidder. Finally, awarding a contract to a CM prior to knowing which trade contractors will perform the work poses potential issues with the subcontractor listing law, which requires that a general contractor identify all subcontractors at the time it submits a bid. (See Public Contract Code Section 4100 et. seq.) As a result, most public agencies require specific statutory authority to award a contract on a true CM at risk basis.

Currently, only the University of California has express statutory authority to award contracts on a CM at risk basis. However, there are ways to structure a modified CM at risk contract which satisfy competitive bidding requirements even without specific statutory authority, such as a "multi-prime" approach. The multi-prime approach to CM at risk requires a public agency to award each trade contract required for a project to the lowest bidder, and to award a contract to a CM on a qualitative basis strictly to manage the various trade contractors. This "multi-prime" approach allows for the inclusion of other collaborative contracting principles, as discussed further below in Section VII.

V. Job-Order Contracting

Many public agencies have recurring but relatively minor construction work, the scope and timing of which is difficult to know in advance. This work often involves repair, remodeling or other repetitive work. In California, the project delivery method known as job-order contracting ("JOC") is well suited to address such work. JOC has been defined as follows:

> "[A] competitively bid, firm fixed price, indefinite quantity contract for the performance of minor construction, … [or] the renovation, alteration, painting, and repair of existing public facilities. A JOC, generally a multi-year contract including a base year and multiple option years, is bid and awarded prior to the identification of any specific projects to be performed. Thus, a typical JOC involves a variety of tasks such as the remodeling, renovation, and repair, including roofing, electrical, plumbing, and painting, of all a public agency's buildings for a period of years." (See 76 Op. Atty Gen. Cal. 126, pg 2 (1993).)

The pricing for JOC is frequently based on a unit price book, to which the contractor applies a percentage mark-up.[1]

Again, as with design-build and CM at risk, JOC is not available to most public agencies without specific statutory authority. According to two advisory opinions issued by the California Attorney General, this is primarily because the open-ended nature of the scope of services does not comply with competitive bidding principles and because the Legislature has adopted express JOC authority where it intended to allow JOC. The first of these opinions addressed a general law city's ability to award work on a JOC basis, and held that "a public works project

[1] According to an opinion issued by the California Attorney General's office, "A JOC is a fixed price agreement in the sense that it is based upon specified charges contained in a unit price book (prepared by the public agency or by independent commercial sources) setting forth detailed repair and construction tasks, including task descriptions, specifications, unites of measurement, and unit prices for each task. A contractor's bid is expressed in terms of a percentage of the specified book charges such as 115 percent or 125 percent. The book is then used to determine the costs of each proposed project during the term of the contract, which is normally one or more years. The total JOC value may be specified as a range with a certain guaranteed minimum, typically from $50,000 to $250,000, and a maximum which may extend beyond $10 million." (See 76 Op. Atty Gen. Cal. 126 (1993).)

does not encompass a combination of projects which are essentially unspecified at the time of bidding, except as may be otherwise expressly provided by law." (*Id*. at 5.) Similarly, a subsequent opinion addressing a school district's authority to award a project on a JOC basis held that: "No authority is granted for school districts to execute a JOC similar in terms to what the Legislature has granted to counties. Indeed, the unique features of a JOC, including the lack of information regarding specific projects at the time of submitting the competitive bids, is entirely inconsistent with the" applicable low bid statute for school districts. (See 84 Op. Atty Gen. Cal. 5 (2001.) Thus, while JOC is a practical and efficient way to award certain kinds of ongoing work, a public agency should not award work on a JOC basis without specific authority.

Currently, only three public agencies have specified statutory authority for JOC: 1) counties; 2) California State Universities; and 3) the Los Angeles Unified School District. For more details regarding these statutes, see the table attached to this paper.

VI. Public-Private Partnerships

"Public-private partnerships" have probably been the most discussed, and most misunderstood, project delivery method over the last several years. This is likely due in part to the fact that public private partnerships have achieved successful results on a variety of projects outside the United States. More importantly, the current financial difficulties many public agencies are experiencing limit the public funds available for infrastructure projects, making public private partnerships a more enticing option. However, before attempting to undertake a public works construction project pursuant to a public-private partnership, it is important that a public agency understand the applicable legislative authority and how it applies to a particular project.

The term "public-private partnership" covers a wide variety of arrangements between a public agency and the private sector, with the common feature among them being some form of private sector financing. In a sense, public-private partnerships are not really an alternative project delivery method, as much as an alternative project funding mechanism for public works projects. Technically, even garden-variety redevelopment agreements can be considered public-private partnerships.

Perhaps the most common public-private partnership structure involves the private entity financing and constructing a fee-generating facility (such as a toll road), and operating it for a set number of years in exchange for a percentage of the revenues generated. At the end of the agreement, the possession and operation of the facility is transferred back to the public agency. This approach to public-private partnership allows an agency to construct a project it might not otherwise have the funding for, allows the contractor to profit from the revenues generated, and creates valuable infrastructure for use by the public. Public-private partnerships can be structured in a variety of ways, including as a design-build project and on a design-build-operate-maintain basis.

There are currently three statutes that we are aware of that could be characterized as specifically authorizing public-private partnerships: 1) authority for the Administrative Office of the Courts; 2) the Infrastructure Financing Act applicable to "local government agencies; and 3) authority for Energy Conservation Contracts. In addition, recently approved legislation (SBX2 4; Ch.2, Stats. 2009) will allow the state and regional transit agencies broad authority to undertake public-private partnerships. For more details regarding these statutes, see the table attached to this paper.

VII. Lease/Lease-Back

The lease/lease-back project delivery method resembles a public-private partnership in some ways. The most common form of lease/lease-back involves a public agency leasing real property to a contractor for a nominal sum, who then agrees to construct facilities and lease them back to the public agency. The lease payments made by the public agency to the contractor under the facilities lease generally amount to the cost of construction and the contractor's overhead and profit. At the conclusion of the facilities lease (which may be terminated shortly after construction is complete), ownership of the real property and newly constructed facilities revert to the public agency.

Currently, only school districts and community college districts have specific statutory authority to award construction projects on a lease/lease-back basis. (See Education Code Sections 17406 and 81335.) These statutes have remarkably few restrictions on how the construction work must be awarded. In fact, the public agency is free to select its contractor in essentially any manner it chooses (low bid, RFP, direct negotiation, etc.). Needless to say, agencies that don't fall within this lease/lease-back statutory authority can not legally pursue a lease/lease-back project of this variety. There are, however, other versions of lease/lease-back agreements used by transit districts which do not involve public works construction.

VIII. Integrated Project Delivery

Integrated Project Delivery ("IPD") is perhaps the most progressive alternative project delivery method. IPD strives for a maximum level of collaboration between all parties working on the project, and has been defined as follows:

> Integrated Project Delivery (IPD) is a project delivery approach that integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction. ("Integrated Project Delivery: A Guide," published jointly by the American Institute of Architects California Council and the American Institute of Architects.)

Contractually, the key elements of a pure IPD project are as follows: 1) a single agreement between the owner, designer (architect/engineer), general contractor, and trade contractors; 2) a waiver of the right to sue any of the other project team members; 3) involvement of the trade contractors from the outset of the project so that they can provide input during the design stage; 4) extensive reliance on Building Information Modeling ("BIM")[2] for the design, construction, operation and maintenance of the structure; and 5) compensation and incentives structured to require a successful project outcome regardless of any individual firm's performance.

Without specific statutory authority, however, public agencies can't award a project on a pure IPD basis. This is due to the fact that a pure IPD project involves negotiated contracts with the designer, the general contractor and trade contractors. Selection of each of these parties is ideally based in large part on the firm's comfort and flexibility with performing work on a

[2] Building Information Modeling utilizes three dimensional computer imaging to represent building structures, and combines previously separate sets of documents (drawings, specifications, take-offs, construction details) into a single comprehensive database. BIM greatly reduces issues of drawing coordination and conflict resolution.

collaborative IPD project. Of course, competitive bidding laws do not allow selection of contractors on an informal basis.

In fact, even design-build contracting authority is not sufficient by itself to support the award of a pure IPD project. Design-build authority does not allow a public agency to informally select trade contractors to become part of the project team (it only contemplates a single award to design-build entity). Moreover, design-build projects traditionally require a 30% design before the project is advertised to interested design-build contractors. Due to public contracting principles that prohibit organizational conflicts of interest, the designer that creates the initial 30% design is precluded from competing for the design-build contract. This is contrary to IPD principles that require the earliest possible involvement of all members of the project team in the design process. Finally, a design-build contractor has the right to file a claim against a public agency owner under Public Contract Code Section 20104 et. seq. This right is not consistent with the IPD approach of having all project team members waive the right to pursue claims against the agency and/or to sue the agency.

There is currently no statutory authority authorizing IPD for any public agencies in California. Recent efforts were made to introduce IPD legislation for state and local agencies, but the effort was not successful. Colorado has adopted an IPD statute which appears to apply to virtually all public agencies, although it contemplates a contract between the public agency and a single entity rather than a single contract between the agency and multiple parties which form the project team. Nonetheless, Colorado is demonstrating that a form of IPD can be brought to the public sector.

Hopefully, California will follow Colorado's lead and IPD authority will soon be made available to at least some public agencies. The benefits of using IPD as the project delivery method are significant. First, IPD can result in cost benefits between 10-20% on a typical project. These saving arise as a result of considerably greater efficiencies throughout the design and construction stages of the project. IPD projects are also generally completed faster than a traditional design-bid-build approach. Effectively, IPD offers the benefits of design-build with fewer drawbacks.

IX. Creative Approaches within Design-Bid-Build Limitations

For those agencies which are restricted to awarding public works construction projects on a design-bid-build basis, there are some creative approaches which can provide greater flexibility. Two of the most effective approaches include awarding a project on a multi-prime basis, and pre-qualifying bidders. Both are summarized below.

A. Multi-prime Approach

The multi-prime project delivery method is a modified version of CM at risk, and provides a public agency with greater flexibility in selecting the firm which is ultimately responsible for delivering the project. After the design is completed for the project, the public agency awards a contract to a construction management firm (CM) on a qualitative basis to satisfy Government Code Section 4526. In other words, the CM is selected pursuant to an RFP process which considers the interested CM firms' experience, competence, project approach etc., but not costs. Ideally, the public agency hires a CM with a high degree of trustworthiness and reliability. The CM will not perform any construction work, but will manage this work. The public agency then awards individual contracts to specific trade contractors (mechanical, electrical, plumbing etc.) on a low bid basis to satisfy the competitive bidding statute. This is where the term "multi-

prime" arises, since the trade contractors are each awarded a separate contract by the public agency and are not subcontractors to a general contractor. These trade contracts are then managed by the CM, which performs its professional services for a fee. Note that while a traditional CM at risk contract would be performed pursuant to a Guaranteed Maximum Price, that should be avoided since it arguably turns the CM into a general contractor, which would then require a contract award pursuant to competitive bidding. (See *City of Inglewood v. Superior Court* (1972) 7 Ca Cal.3d 861.)

The "multi-prime" approach described can be enhanced with the addition of certain IPD principles. For instance, compensation on the project can be structured to include incentive bonuses for a successful project outcome. By making such bonuses contingent upon a successful outcome for the entire project, the incentive for collaboration among project team members will increase. Trade contracts can even be structured to only guarantee direct costs and make profit and bonus amounts contingent upon a successful project outcome. The trade contracts can also be awarded prior to the completion of the design in order to allow trade contractors to consult during the design process. Under this approach, trade contractors would be asked to bid a combination of their hourly rate for consultation work, as well as their general conditions and fee during construction. Finally, Building Information Modeling can be used on a "multi-prime" project (or any project for that matter), which will greatly improve the resolution of design conflicts, and will improve communications between project team members.

B. Pre-Qualification of Bidders (two step process)

For complex projects, or those which require particular expertise, implementing a bidder pre-qualification process can be very valuable. Most public agencies have the authority to pre-qualify pursuant to Public Contract Code Section 20101(c) and (d). In essence, a pre-qualification process separates the bidder "responsibility" determination from the bid award, and allows a public agency to tailor more specific experience requirements for a particular project. When the experience requirements are drafted thoughtfully, the agency benefits from narrowing the pool of contractors to only those that can truly perform the work. Of course, pre-qualification requires additional time and effort. Nonetheless, for complex projects there can be significant benefits in terms of the quality and level of experience in the pool of contractors bidding on a project. In turn, this can lead to better performance and fewer disputes between the public agency and the contractor on the project.

X. Consequences for Awarding Contract in Contravention of Applicable Statute

While the patchwork of statutory authority for alternative project delivery methods in California can be confusing, there are real legal risks to public agencies for awarding public works projects without complying with applicable competitive bidding statutes. Stated simply, an illegally awarded contract is void, leaving the contractor with no legal right to complete the project. In such an instance, a public agency is subject to a lawsuit from a disgruntled bidder or taxpayer which can compel the agency to rescind the contract award, causing considerable delay. Under these circumstances, the agency may owe the contractor "the reasonable costs, excluding profit, of the labor, equipment, materials, and services furnished by the contractor prior to the date of the determination that the contract is invalid." (Public Contract Code Section 5110.) In the event that the project has progressed too far for a court to rescind the contract award, the court could allow the contract to stand and award damages to the bidder that should have won the contract. These damages have been limited to bid preparation costs and do not include lost profit or loss of added value to a contractor's reputation. (See *Kajima v. LACMTA* (2000) 23 Cal.4th 305.) Thus, if an illegal contract award is challenged, the public agency will be

faced with either: 1) rescission of the contract, delays related to re-awarding, and damages to the first contractor; or 2) completion of the original contract but payment of damages to the wrongfully denied bidder. Obviously, both of these scenarios can be avoided through careful review of applicable public works contracting authority.

XI. Conclusion

While there is an increasing consensus among those involved with public works construction projects that public agencies need a wider array of alternative project delivery methods, the statutory authority still lags behind. Accordingly, it is incumbent upon public agency leaders to carefully review the statutory authority applicable to them. Even within the framework of limited statutory authority, public agencies can tailor their approach to particular projects with creativity in order to maximize their opportunity for a successful outcome. Ultimately, the public as a whole benefits when our infrastructure is built more quickly, with greater quality and at a reasonable cost.

STATUTORY AUTHORITY FOR ALTERNATIVE
PROJECT DELIVERY METHODS FOR PUBLIC WORKS PROJECTS IN CALIFORNIA

Project Delivery Method	Public Agencies Covered	Statute	Notes
Design/Build	Transit Operators	Public Contract Code (hereinafter "P.C.C.") §20209.5	does not apply to highway projects
Design/Build	All cities	P.C.C.§20175.2 AB 642	applies to projects over $1 million
Design/Build	Sonoma County Health Care District	H&S Code §32132.5	
Design/Build	Calif. State University	P.C.C.§10708	
Design/Build	School Districts	Education Code §17250.10-§17250.50	
Design/Build	Community College Districts	Education Code §81700-81708	
Design/Build	Counties	P.C.C. §20133	
Design/Build	State of California Director of General Services	Gov. Code §14661	
Design/Build	State of California Director of General Services	Gov. Code §8169.5	Applies to contracts for Capital Area Plan
Design/Build	Los Angeles County Metropolitan Transportation Authority	P.C.C. §20209.22-.44	for HOV lanes
Design/Build	"Qualified Entity" = cities, counties, city and counties, and special districts	P.C.C.§20193	limited to 20 projects in these categories: 1. regional and local wastewater treatment facilities 2. regional and local solid waste facilities 3. regional and local water recycling facilities
Design/Build	"Local transportation entity"; Department of Transportation	P.C.C.§6801	SBX2 4, Cogdill (effective Jan. 1, 2010)
Public Private Partnership	Administrative office of the Courts	Gov. Code § 70391.5	
Public Private Partnership	"Public Agency" = the state, a county, city and county, city district, community college district, school district, joint powers authority etc.	Gov. Code §4217.10 - §4117.18 "Energy Conservation Contracts"	allows agencies to enter into ground lease with private contractor who constructs energy conservation facility and sells discounted energy to the agency for a period of years (20-30), before the agency takes possession of the facility.

Public Private Partnership	"Local Government Agencies" = city, county , city and county, including a chartered city or county, school district, community college district, public district, county board of education, joint powers authority, transportation commission or authority, or any other public or municipal corporation.	Gov. Code §5956-§5956.10 "Infrastructure Financing Act"	authorizes any combination of: study, plan, design, construct, develop, finance, maintain, rebuild, improve, repair or operate - used by BART for Oakland Airport connector project - only applies to revenue generating projects
Public Private Partnership	"Regional transportation agency"	P.C.C. §143	SBX2 4, Cogdill (effective Jan. 1, 2010)
CM at Risk	University of California	P.C.C. §10503(c)	requires prequalification of bidders
CM at Risk	Port of Oakland		
CM at Risk	California State University		
Job Order Contracting	Los Angeles Unified School District	P.C.C. §20919-§20919.15	
Job Order Contracting	Cal. State University	PCC §10710	
Job Order Contracting	Counties	P.C.C.§20128.5	contract can't exceed $3 million
Informal Bidding	"Public Agency" = city, county, city and county, chartered cities, chartered counties, special districts etc.	P.C.C. §22000 et. seq. "Uniform Public Construction Cost Accounting Act."	still requires low bid award
Lease Lease-back	Community College Districts	Education Code §81335	
Lease Lease-back	School Districts K-12	Education Code §17406 can also be used as a revenue generating mechanism for existing assets	
Best Value	UCSF	P.C.C.. §10506.4	this is a pilot project
Infrastructure Privatization	"Local Agency" = city, county, city and county, special district or county service area	Gov. Code §54250-54256	Local Government Privatization Act; applies to wastewater and sewer project
Energy Conservation	"Public agency" = state, county, city and county, city, district, community college district, school district, joint powers authority etc.	Gov. Code §4217.10-4217.18	authorizes "energy conservation contracts" and related ground leases