

STANDARD AGREEMENT

STD. 213 (NEW 06/03)



AGREEMENT NUMBER HSR16-##
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 California High-Speed Rail Authority
 CONTRACTOR'S NAME
 City of Fresno
2. The term of this Agreement is: November 1, 2016 Through June 30, 2020
 Or Upon Execution by the Parties
3. The maximum amount of this Agreement is: **\$28,000,000.00**
 Twenty-Eight Million Dollars and zero/cents.
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	10 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C – General Terms and Conditions	4 pages
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Supplemental Terms and Conditions for Contracts Using Federal Funds	19 pages
Attachment 1 – Project Maps	4 pages
Attachment 2 – Scope & Responsibilities Summary (WBS)	3 pages
Attachment 3 – Budget	2 pages
Attachment 4 – Rates for Services (City Employees)	3 pages
Attachment 5* – HSR14-63 Engineering, Construction and Maintenance Agreement Related to the California High-Speed Rail Authority Project, Merced to Bakersfield Segment, as amended	291 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) City of Fresno		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Scott Mozier, Public Works Director		
ADDRESS 2660 Fresno Street, 4th Floor, Fresno, CA 93721		
STATE OF CALIFORNIA		
AGENCY NAME California High-Speed Rail Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Officer		
ADDRESS 770 L Street, Suite 620 MS 1, Sacramento, CA 95814		

Exempt per: Public Utilities Code § 185036

EXHIBIT A
SCOPE OF WORK

1. This Agreement is between the California High-Speed Rail Authority, a legislatively created agency of the State of California (AUTHORITY or STATE), and the City of Fresno, a municipal corporation (CITY).

For the purpose of this Agreement, the term PARTIES collectively refers to AUTHORITY and CITY (all signatory PARTIES to this Agreement). The term PARTY refers to any one of those signatory PARTIES individually.

2. All inquiries during the term of the Agreement will be directed to the project representatives listed below:

California High-Speed Rail Authority	City of Fresno
Section/Unit: Central Valley	Section Unit:
Contract Manager: Steven Milton	Contract Manager: Scott Mozier, Public Works Director
Address: 1401 Fulton Ave Suite 200 Fresno, CA 93721	Address: 2600 Fresno St., 4 th Floor Fresno, CA. 93721-3623
Phone No.: (559) 445-5172	Phone No.: (559) 621-8811
Fax No.: N/A	Fax No.: (559) 488-1045
Email: steven.milton@hsr.ca.gov	Email: scott.mozier@fresno.gov

3. **Purpose**

The AUTHORITY and the CITY have agreed to mitigate the closing of the existing UPRR at-grade crossing at Carnegie Avenue in the City of Fresno by constructing a portion of the Veterans Blvd Project. The construction work associated with this consists of extending Bullard Avenue to the future Veterans Boulevard (Blvd) intersection, two lanes of Veterans Blvd, a bridge structure over the existing UPRR and future high-speed rail (HSR) tracks, and the southern jug handle ramp to connect Veterans Blvd to realigned Golden State Blvd as described in the Exhibits (collectively, WORK).

4. **Scope of Work**

- A. For the purpose of this Agreement, the performance of Plans, Specifications and Estimate (PS&E), Right of Way (R/W) and Construction activities for (1) the Veterans Blvd overpass over Union Pacific Railroad (UPRR) and HSR tracks, and (2) the roadways needed to mitigate for the closure of the Carnegie Avenue at-grade crossing in the City of Fresno, as shown on Attachment 1 -- Vicinity Map, will be referred to as PROJECT. All responsibilities assigned in this Agreement to the PROJECT will be referred to as OBLIGATIONS.
- B. This Agreement outlines the roles and responsibilities between PARTIES to complete Plans, Specifications and Estimate (PS&E), Right of Way (R/W) and Construction for the PROJECT.
- C. Unless otherwise agreed, CITY shall perform all work and furnish all the materials (except the work and materials expressly stated within this Agreement to be performed or furnished by others) necessary to achieve FINAL ACCEPTANCE in accordance with Section 12 herein.
- D. Unless otherwise noted, cost allocation shall be in accordance with Exhibit B and Attachment 3.

EXHIBIT A
SCOPE OF WORK

- E. This PROJECT will be implemented as a Design-Bid-Build project to be funded by CITY and AUTHORITY and administered and managed by CITY.

The major elements of the scope of the PROJECT (more fully addressed in Attachment 2), which include, but are not limited to:

- a. Construction of the Veterans Blvd Overpass;
- b. Construction of Veterans Blvd Connector to proposed Golden State Blvd (south jug handle); Traffic signals, signage, pavement delineation, guardrails, drainage and associated systems, lighting and other supporting appurtenances;
- c. Connection of West Bullard Avenue to Veterans Blvd and connection of supporting City utilities, including a traffic signal at said intersection;
- d. Closure of Carnegie Avenue; and
- e. Landscape, erosion control and replacement planting.

- F. In this Agreement capitalized words represent defined terms and acronyms. The Definitions Section of this Agreement contains a complete definition for each capitalized term.

5. Responsibilities

- A. AUTHORITY is a FUNDING PARTNER for PROJECT
- B. CITY is a FUNDING PARTNER for PROJECT
- C. AUTHORITY is a CEQA responsible agency for PROJECT
- D. FHWA is NEPA lead for PROJECT
- E. FRA is a NEPA Cooperating Agency for PROJECT
- F. Caltrans is CEQA lead for PROJECT
- G. CITY is IMPLEMENTING AGENCY for PS&E, R/W and CONSTRUCTION
- H. AUTHORITY is independently responsible for AUTHORITY facilities located within PROJECT limits

6. General Scope

- A. PARTIES will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; and FRA, FHWA, AUTHORITY and CITY OF FRESNO PUBLIC WORKS STANDARDS AND SPECIFICATIONS. For any WORK specific to the operating HSR RIGHT OF WAY, PARTIES will perform all OBLIGATIONS in accordance with California High-Speed Train Project Design Criteria, as updated, which is available at:

http://hsr.ca.gov/docs/programs/construction/HSR_13_06_B3_PtC_Sub1_CHSTP_Design_Criteria_a.pdf (HSR DESIGN CRITERIA). Any updates to the HSR DESIGN CRITERIA necessary to the PROJECT will be communicated to the CITY by the AUTHORITY's Contract Manager.

- B. CITY has developed and Caltrans has approved the Project Report for PROJECT, dated July 2013.

EXHIBIT A
SCOPE OF WORK

- C. AUTHORITY will provide HSR DESIGN CRITERIA for facilities and structures that will be constructed on property that will become HSR RIGHT OF WAY. CITY will comply with these specifications and guidelines for all work within this area.
- D. AUTHORITY shall provide any preliminary design plans and related preliminary utility plans, base mapping, surveys, traffic handling and related project documents, for PROJECT that are in its possession within 30 days after execution of this Agreement.
- E. CITY will designate Bradley Kerner as Project Manager to manage the PROJECT and serve as a primary point of contact for CITY.
- F. AUTHORITY will designate Steven Milton as Contract Manager to manage the project and serve as a primary point of contact for AUTHORITY issues related to the PROJECT.
- G. If CITY anticipates that funding under this Agreement will be insufficient to complete WORK, CITY will promptly notify AUTHORITY.
- H. CITY has no obligation to perform WORK if funds to perform WORK are unavailable. Nevertheless, in the event that funds become unavailable or reduced after a Notice to Proceed is issued and construction is commenced on the PROJECT, AUTHORITY shall be responsible for funding RESTORATION WORK.
- I. Each PARTY accepts responsibility to complete the roles, responsibilities, and OBLIGATIONS as outlined in this Agreement. This PROJECT is to be performed on a turnkey basis.

7. Environmental Permits, Approvals and Agreements

- A. CITY will prepare and complete the Project Approval and Environmental Document (PA&ED), including the environmental documentation, for PROJECT.
- B. CITY shall secure all environmental permits required for PROJECT to comply with all applicable laws and regulations.
- C. CITY shall fulfill all environmental commitments and mitigation required for PROJECT.
- D. AUTHORITY must review and approve any environmental mitigation proposed within any HSR RIGHT OF WAY or that would impose a requirement on the AUTHORITY.

8. Scope: Plans, Specifications, and Estimate (PS&E)

- A. CITY will prepare the plans, specifications, and estimate (PS&E) for PROJECT.
- B. CITY will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. PROJECT PS&E will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.
- C. AUTHORITY will provide oversight and approval of PS&E, in writing, for the portion of the PROJECT located within the ultimate HSR RIGHT OF WAY. All PARTIES shall work cooperatively to resolve all comments on the PS&E.
- D. CITY shall furnish complete PROJECT plans to AUTHORITY for comments at 30 percent design, 60 percent design and 90 percent design.

EXHIBIT A
SCOPE OF WORK

- E. Based on the requirements implemented in the National Highway Systems (NHS) Act of 1995, Federal Highway Administration (FHWA) Regulation Title 23 United States Code (USC), Section 106 and 627, CITY, while working in cooperation with Caltrans, has completed a Value Analysis (VA) for PROJECT, dated July 2013.

9. Right of Way (R/W)

- A. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CITY encroachment policy. Utility relocations will be accomplished in accordance with CITY policies and funded by local funds. If utility relocations are funded by federal funds utility relocations will be accomplished in accordance with CITY policies and all requirements imposed by FRA and FHWA on utility relocations to be reimbursed with federal funds, including 23 CFR 645. All longitudinal utilities should be relocated outside of the ultimate AUTHORITY access controlled right of way. Utilities that will transversely cross the ultimate HSR RIGHT OF WAY must comply with the HSR DESIGN CRITERIA and General Order 176. Location and occupancy rights of utilities that permanently remain in the HSR RIGHT OF WAY will be documented by CITY in a form consistent with AUTHORITY policy.
- B. CITY'S responsibility for CROSS BORDER UTILITIES shall extend to the tie-in location determined by coordination among CITY, AUTHORITY and AUTHORITY's CP 1 CONTRACTOR, regardless of whether the tie-in location is located within, on or outside the boundaries of PROJECT area. All relocations of CROSS BORDER UTILITIES assigned to CITY, including those within the CP 1 project area, will be accomplished in accordance with CITY policies, including issuance by CITY of notices to relocate. Notwithstanding the foregoing, and regardless of the tie-in location, the following tasks with respect to CROSS BORDER UTILITIES will be divided between CITY and the AUTHORITY CP 1 CONTRACTOR at the boundary line between PROJECT area and the CP 1 project area: (a) investigations of existing utilities, and (b) right of way/documentation work needed for those relocations. Utilities that are to remain or be placed within the AUTHORITY CP 1 CONTRACTOR's project area must comply with the HSR DESIGN CRITERIA.
- C. All real property to be conveyed from CITY to AUTHORITY shall be conveyed by transfer of title in recordable form acceptable to AUTHORITY, subject to no liens or encumbrances other than those reasonably acceptable to AUTHORITY. All right of way conveyances must be completed prior to OBLIGATION COMPLETION.
- D. In accordance with CITY policy, CITY may sell or dispose of any CITY owned excess land not necessary for PROJECT, and the net proceeds will remain with CITY.

10. Coordination

- A. CITY shall coordinate all of its WORK on the PROJECT with AUTHORITY and AUTHORITY's CP-1 CONTRACTOR.
- B. AUTHORITY and CITY shall provide one another regular updates on PROJECT and AUTHORITY'S CP 1 project.
- C. CITY'S Project Manager shall maintain project management plans necessary to control WORK.

EXHIBIT A
SCOPE OF WORK

- D. CITY will provide AUTHORITY written monthly progress updates during the implementation of OBLIGATIONS containing the following information:
 - a. The progress update period (dates);
 - b. Planned milestones;
 - c. Percent complete;
 - d. Total Expended;
 - e. Remaining Expenditures;
 - f. Activities interfacing with the AUTHORITY Project;
 - g. Activities within the critical path;
 - h. Delays occurring to activities taking place off the PROJECT site, e.g., submittal preparation, fabrication, and delivery activities; and
 - i. Revisions to logic or durations.

- E. CITY shall complete all of its WORK on the PROJECT by the date agreed upon by the CITY, AUTHORITY, and AUTHORITY'S CP1 CONTRACTOR.

- F. In the event that CITY does not complete all of its WORK on the PROJECT as agreed pursuant to Section 13 below, the CITY shall at a minimum ensure that AUTHORITY CP1 CONTRACTOR is able to work unimpeded in the relinquished portion of Golden State Blvd.

- G. CITY shall conform the horizontal and vertical alignments of the portion of PROJECT within and adjacent to HSR RIGHT OF WAY, to the alignments established by AUTHORITY.

- H. CITY shall coordinate all tie-ins, including tie-ins regarding third party facilities and utilities, with AUTHORITY and AUTHORITY'S CP 1 CONTRACTOR.

- I. CITY shall participate in AUTHORITY'S CP 1 CONTRACTOR'S Interface Coordination and Design Integration Workshops.

- J. City shall coordinate with any utility companies performing relocation work associated with the AUTHORITY alignment to the north and south of PROJECT limits.

- K. AUTHORITY and CITY will develop a public information process for dissemination of PROJECT information to the public. In addition to regular updates, this process will also include provisions for time sensitive or emergency notifications. CITY shall coordinate with AUTHORITY prior to disseminating information regarding the PROJECT, consistent with the process to be developed as a requirement of this section.

- L. CITY shall coordinate with AUTHORITY and AUTHORITY'S CP1 CONTRACTOR on the overall Traffic Management Plan for the PROJECT.

- M. CITY will comply with and ensure incorporation into the construction contract all relevant terms and conditions regarding work on or adjacent to existing UPRR property, including but not limited to, insurance requirements, design review and approval process for overpasses, and right of entry agreements, as contained in the "Engineering, Construction and Maintenance Agreement Related to the California High-Speed Rail Authority Project, Merced to Bakersfield Segment," as amended (Executed December 23, 2014, Addendum executed February, 23, 2016).

EXHIBIT A
SCOPE OF WORK

11. Construction

- A. CITY will obtain all required GOVERNMENTAL APPROVALS, and any necessary agreements, including but not limited to, an AUTHORITY construction and maintenance agreement and a UPRR Construction and Maintenance (C&M) agreement. AUTHORITY will obtain a California Public Utilities Commission grade separation permit (GO88-B). It may be necessary for the CITY to provide designs and clearances in order to effectuate the necessary agreements. CITY and AUTHORITY will cooperate and coordinate for all required permits.
- B. CITY will advertise, open bids, award, and approve the construction contract in accordance with the Fresno Municipal Code, California Public Contract Code and the California Labor Code.
- a. PARTIES acknowledge that WORK will be completed under multiple construction contracts, each having its own bid procedure. All construction contracts for this PROJECT will be administered and managed by the CITY in accordance with Section 4(E).
 - b. The City retains responsibility for integrating the multiple construction contracts and integrating performance and schedule.
 - c. Prior to the advertising each bid, CITY shall provide AUTHORITY with an Engineer's Cost Estimate for the portion of WORK to be completed under the construction contract at issue.
 - d. PARTIES shall consider each Engineer's Cost Estimate in relation to the total funding provided. If, after reviewing the estimate, PARTIES determines total costs for WORK covered will be greater than the total funding commitment provided hereunder, City and the Authority will confer in determining how to proceed.
- C. CITY will require the CITY CONSTRUCTION CONTRACTOR to furnish payment and performance bonds naming CITY as obligee and to carry liability insurance in accordance with CITY specifications. AUTHORITY shall be included as an additional obligee on any payment and performance bonds and as an additional insured under the insurance policies. CITY will ensure that the forms and amounts of all bonds and policies shall be previously approved and reasonably acceptable to AUTHORITY.

If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional as determined by AUTHORITY has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection. Costs associated with mitigation contemplated herein shall be part of the WORK. CITY shall not be liable from any scheduling delays resulting from WORK halted due to conditions addressed in this Section.

- D. If HM-1 or HM-2 is found during WORK, CITY will immediately notify AUTHORITY.
- E. To the extent that CITY acquired property, which is to remain CITY right-of-way, CITY is responsible for any HM-1 found thereon.. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
- F. To the extent that CITY acquired property, which is to remain CITY right-of-way, if HM-2 is found thereon, CITY being responsible for the advertisement, award, administration, and management

EXHIBIT A
SCOPE OF WORK

of the PROJECT construction contract will perform the HM MANAGEMENT ACTIVITIES related to HM-2.

- G. CITY acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CITY policy on such acquisition. AUTHORITY acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with AUTHORITY policy on such acquisition.
- H. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract until the completion, inspection and acceptance of WORK by both CITY and AUTHORITY. The CITY may assign this work to the CITY CONSTRUCTION CONTRACTOR.
- I. PARTIES will execute a separate Ownership and Maintenance Agreement to define the maintenance responsibilities for any joint use facilities and appurtenances located in either of the PARTIES' rights of way. Said agreement will cover any joint use facilities within PROJECT limits, but may also cover other joint use facilities along the AUTHORITY alignment. (An example of a joint use facility would be a CITY bridge over the AUTHORITY alignment where one PARTY may be responsible for the superstructure and the deck and related appurtenances.) The Maintenance Agreement shall be executed prior to OBLIGATION COMPLETION.
- J. Upon WORK completion and acceptance of WORK within the ultimate HSR RIGHT OF WAY, subject to the approval of AUTHORITY, AUTHORITY will operate and maintain all PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new Project facilities.
- K. Upon satisfactory completion of all WORK under this Agreement, as determined by CITY and AUTHORITY, actual ownership and title to materials, equipment, and appurtenances installed within CITY right-of way will be vested in CITY, and actual ownership and title to materials, equipment, and appurtenances installed within HSR RIGHT OF WAY will be vested in the AUTHORITY, except the CITY'S FACILITIES and UTILITIES (including the CITY'S Intelligent Traffic System). Mutually agreeable documentation will be provided to document the transfer of ownership or control to evidence said transfer.
- L. For any work that occurs within the ultimate HSR RIGHT OF WAY, CITY will require the CITY CONSTRUCTION CONTRACTOR to warrant its work and to obtain from its subcontractors, manufacturers and suppliers all warranties that are included in AUTHORITY'S CP 1 contract which is available on the AUTHORITY website. All warranties described in the preceding sentence shall run directly to, and be enforceable by, AUTHORITY (or AUTHORITY'S assignee) as well as CITY. Upon request by AUTHORITY, CITY will assign such warranties to AUTHORITY or AUTHORITY'S assignee.

12. Final Acceptance

Final Acceptance shall be deemed to have occurred when all of the following have occurred:

- A. All requirements for SUBSTANTIAL COMPLETION have been fully satisfied;
- B. All punch list items shall have been completed to the reasonable satisfaction of the Authority;

EXHIBIT A
SCOPE OF WORK

- C. CITY shall have delivered to the Authority a certification representing that there are no outstanding claims of the CITY or claims, liens or stop notices of any subcontractor or laborer with respect to the Work, other than any previously submitted unresolved claims of the CITY and any claims, liens or stop notices of a subcontractor or laborer being contested by the CITY (in which event the certification shall include a list of all such matters with such detail as is requested by the Authority and, with respect to all Subcontractor and laborer claims, liens and stop notices, shall include a representation by the CITY that it is diligently and in good faith contesting such matters by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same). For purposes of such certificate, the term "claim" shall include all matters or facts which may give rise to a claim;
- D. The Authority shall have received and accepted all design documents, record documents, as-built schedule, surveys, test data, training, operations and maintenance documents and manuals and other deliverables required under the Agreement;
- E. All of the CITY's obligations under the Agreement (other than obligations which by their nature are required to be performed after Final Acceptance) shall have been satisfied in full or waived in writing by the Authority; and
- F. CITY shall have delivered to the Authority a Notice of Completion for the Project in recordable form and meeting all statutory requirements.

13. Schedule

- A. Project Approval and Environmental Documentation for PROJECT was completed May 2013.
- B. The estimated date for completion of the Veterans Blvd Overpass, its connections to Golden State Blvd and Bullard Avenue, and the closure of Carnegie Avenue is April 2019.
- C. The estimated date for Contract Acceptance is June 2019.
- D. The estimated date for OBLIGATION COMPLETION is December 31, 2019.
- E. The schedule may be adjusted upon mutual agreement by the PARTIES without requiring an amendment to this Agreement.

14. Definitions:

AUTHORITY'S CP 1 CONTRACTOR – Design-Build Team selected by AUTHORITY to complete construction of the high-speed rail bed and other related features from approximately Avenue 17 in Madera County to American Avenue in Fresno County.

CITY OF FRESNO PUBLIC WORKS STANDARDS AND SPECIFICATIONS – CITY specifications, standard plans, policies, and procedures.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CITY CONSTRUCTION CONTRACTOR - CITY forces or the construction contractor hired by the City for this PROJECT.

EXHIBIT A
SCOPE OF WORK

CONTRACT ACCEPTANCE – The date AUTHORITY accepts the completed construction project.

CONSTRUCTION CAPITAL – The funds for the construction contract.

CONSTRUCTION SUPPORT – The activities required for the inspection, administration, acceptance, and final documentation of the construction contract for PROJECT.

CROSS BORDER UTILITIES - A Utility, which is located within both the Veterans Blvd PROJECT limits and the CP 1 project limits.

HSR DESIGN CRITERIA – AUTHORITY regulations, design criteria, directive drawings, technical memorandums, policies and procedures, including, but not limited to, all applicable guidance issued by AUTHORITY; and including Public Utilities Commission’s General Order 176 and the CIPS Settlement Agreement (Effective Date January 16, 2015).

FACILITY or FACILITIES – Any publicly owned and operated road, street, bridge, or grade separation. The term “FACILITY” or “FACILITIES” includes traffic signals, street lights, and railroad crossing equipment associated with roads, streets, bridges and/or grade separations, as well as any electrical conduits and feeds providing service to such facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, street lights, crossing equipment, communication facilities owned or used by CITY, CITY irrigation controller equipment, or CITY transit shelters shall be deemed to provide service to such facilities. Electrical transmission facilities not serving said FACILITIES are not covered under the terms of this section.

FINAL ACCEPTANCE – CITY shall perform all WORK and shall satisfy all of its other OBLIGATIONS under this Agreement, including ensuring that the PROJECT has been completed and all components have been properly inspected and tested.

FHWA – Federal Highway Administration

FRA – Federal Railroad Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FRA STANDARDS – Federal Railroad Administration regulations, policies and procedures, including, but not limited to, all applicable guidance issued by FRA.

FUNDING PARTY – A PARTY that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTY accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement’s funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTY.

GOVERNMENTAL APPROVAL - Any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration, or ruling, required by or with any GOVERNMENTAL PERSON in order to design and construct the PROJECT, or operate the PROJECT until FINAL ACCEPTANCE, including any supplemental documents or amendments thereto.

EXHIBIT A
SCOPE OF WORK

GOVERNMENTAL PERSON - Any federal, state or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity, other than the Authority.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

HSR PROJECT - The development and implementation of intercity high-speed rail service throughout the State of California as defined under provisions of Sections 2704 et seq. of the Streets and Highways Code and Sections 185030 et seq. of the Public Utilities Code. For the purposes of this Agreement, the PROJECT is a component of the HSR PROJECT.

HSR RIGHT OF WAY – Authority-owned railroad right-of-way.

IMPLEMENTING AGENCY – The PARTY responsible for managing the scope and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTIES have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this agreement.

OBLIGATIONS – All responsibilities included in this Agreement.

PARTY – Any individual signatory PARTY to this Agreement.

PARTIES – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTY's individual actions legally bind the other PARTIES.

PROJECT – Construction of Veterans Blvd overpass, connection of Veterans Blvd to Golden State Blvd and Bullard Avenue, and closure of Carnegie Avenue in the City of Fresno.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project which include the following: 1) Completion of all permits and environmental studies; 2) Preparation of plans, specifications, and estimates; 3) The acquisition of rights-of-way, including, but not limited to, support activities; 4) Construction and construction management and engineering, including surveys and inspection.

PA&ED (Project Approval and Environmental Document) – The activities required to deliver the project approval and environmental documentation for PROJECT.

EXHIBIT A
SCOPE OF WORK

PS&E (Plans, Specifications, and Estimate) – The activities required to deliver the plans, specifications, and estimate for PROJECT.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout that project’s lifecycle.

RESTORATION WORK – RESTORATION WORK shall include placing CITY UTILITIES and FACILITIES in permanent working conditions, at the very least at the same level as when WORK is commenced. Unless otherwise agreed to in writing by the PARTIES, RESTORATION WORK shall be performed in accordance with the General Plan of the CITY in place and approved by the City Council at the time the need for RESTORATION WORK arises. RESTORATION WORK shall include actual costs associated with terminating any construction contract awarded under this Agreement, if such construction contracts were executed.

R/W (Right of Way) CAPITAL – The funds for acquisition of property rights for PROJECT.

R/W (Right of Way) SUPPORT – The activities required to obtain all property interests for PROJECT.

STATE – The State of California and includes the Authority.

SUBSTANTIAL COMPLETION – Shall have been deemed to have occurred when 1) the AUTHORITY determines that all errors, omissions, deviations, defects and deficiencies identified as prerequisites to SUBSTANTIAL COMPLETION has occurred; and 2) the AUTHORITY and CITY have agreed upon a punch list for the PROJECT.

UTILITY or UTILITIES – Any pole, pole line, pipeline, conduit, cable, aqueduct, or other structure used for CITY owned utility services including CITY owned water, sewer, and Intelligent Transportation System components.

WORK – All scope activities included in this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the CITY or to furnish any other considerations under this Agreement, except for the provision of RESTORATION WORK, and the CITY shall not be obligated to perform any provision of this Agreement.
- B. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the CITY to reflect the reduced amount.
- C. In the event that funds become unavailable or are reduced after execution of this Agreement and construction is commenced on the PROJECT, AUTHORITY shall be responsible for funding RESTORATION WORK.

2. INVOICING

- A. For services satisfactorily rendered in accordance with this Agreement, and upon receipt and approval of the invoices by the Authority's Contract Manager, AUTHORITY agrees to reimburse CITY for actual and necessary allowable costs incurred.
- B. No payment shall be made in advance of services rendered.
- C. The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy. Payment will be made within 45 days of the invoice receipt date.
- D. The following certification shall be included on each invoice and signed by the authorized official of the CITY:

"I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method."
- E. City to provide 3 copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 45 calendar days after completion of each billing period or upon completion of a task to:

Financial Operation Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS 2
Sacramento, CA 95814

(2 Copies)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

AND

Steven Milton, P.E., P.M.P, Assistant Delivery Manager California High-Speed Rail Authority
1401 Fulton Street, Suite 200
Fresno, CA 93721

(1 Copy)

3. DISPUTED INVOICES

- A. Payments shall be made to the CITY for undisputed invoices. An undisputed invoice is an invoice submitted by the CITY for services rendered and for which additional evidence is not required to determine its validity. The invoice may be disputed if any of the following occur: there is a discrepancy between the invoice or claimed amount and the provisions of the Agreement; there is a discrepancy between the invoice or claimed amount and either the CITY's actual delivery of property or services to the AUTHORITY or the AUTHORITY's acceptance of those deliveries; additional evidence supporting the validity of the invoice or claimed amount is required to be provided to the AUTHORITY by the CITY; The invoice has been improperly executed or needs to be corrected by the CITY. If the invoice is disputed, CITY will be notified via a Dispute Notification Form, or with other written notification, which shall provide an explanation of the reason for the dispute, within 15 working days of receipt of the invoice; the CITY will be paid the undisputed portion of the invoice.

4. RATES

- A. Rates for these services may be found on Attachment 4 of this Agreement.
- B. Attachment 4 is subject to revisions based on employee compensation rates, Payroll Reserve Assessment Rates, and Indirect Cost Rate each fiscal year. CITY will provide current rates each fiscal year submitted on City letterhead with a copy of the approved budget or other action from the City Council.

5. COST LIMITATION

- A. Unless otherwise agreed in writing, the total AUTHORITY funding obligation under this Agreement shall not exceed \$28,000,000.00 (Twenty-Eight Million Dollars).
- B. It is understood and agreed that this total is an estimate and that AUTHORITY will pay for only those services actually rendered as authorized by AUTHORITY.

6. COST PRINCIPLES

- A. CITY agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.
- B. CITY agrees to comply with 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- C. Any costs for which payment has been made to CITY that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 18, are subject to repayment by CITY to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

7. TRAVEL AND PER DIEM RATES FOR CONTRACTORS AND SUBCONTRACTORS

- A. CITY will include in its contracts with any contractors or subcontractors the following clauses:
 - a. The contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented/excluded state employees. The Contractor must pay for travel in excess of these rates. The contractor may obtain current rates at the following website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
 - b. All travel not specified in a work plan and/or Task Order requires written authorization from the CITY's Project Manager prior to travel departure. Travel expenses are computed from the Contractor's approved office location. Travel to the contractor's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.
 - c. The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return.

8. FUNDING SUMMARY

- A. All WORK necessary for OBLIGATION COMPLETION of PROJECT is an OBLIGATION cost (See Article 9).
- B. The total amount payable under the terms of this Agreement by the AUTHORITY, shall not exceed the Cost Limitation listed in Exhibit B, Section 5(A). The actual breakdown by category is listed on Attachment 3 – Budget.
- C. PROJECT Funding responsibilities are identified in the following table:

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

PROJECT COMPONENT	TASK	COST ALLOCATION		INCLUDES THE TASKS LISTED IN THESE CONTRACT CLAUSES
		CITY	AUTHORITY	
Environmental Clearance				
	PA&ED	100%		Exhibit A, Section 7
	Environmental Commitments & Mitigation	100%		Exhibit A, Section 7
PS&E				
	PS&E	100%		Exhibit A, Section 8
ROW				
	R/W CAPITAL	92%	8%	Exhibit A, Section 9
	R/W SUPPORT	100%		Exhibit A, Section 9
	Utility Identification and Relocation	100%		Exhibit A, Section 8(B); Exhibit A, Section 9(B) & (C)
Construction				
	CONSTRUCTION SUPPORT		100%	Exhibit A, Section 10
	CONSTRUCTION CAPITAL		100%	Exhibit A, Section 11 Exhibit A, Section 12

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. CITY may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the CITY, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. RETENTION OF RECORD/AUDITS:

- A. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the CITY, subcontractors, and the Authority shall maintain all books, documents, papers, accounting records, electronic records and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement. The Authority, the State Auditor, or any duly authorized representative having jurisdiction under any laws or regulations shall have access to any books, records, electronic documents and documents of the CITY that are pertinent to the Agreement for audits, examinations, excerpts, and transcriptions, and copies thereof shall be furnished if requested.
- B. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

5. INDEMNIFICATION:

Each PARTY shall hold harmless, and indemnify the other PARTY and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or its officers, agents, employees, engineers, contractors or subcontractors in carrying out OBLIGATIONS under this AGREEMENT executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTIES indemnified or their respective agents, servants, or independent contractors who are directly responsible to such indemnified PARTY.

6. DISPUTES:

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The PARTIES shall continue with their respective responsibilities under this Agreement during any dispute.

7. INDEPENDENT CONTRACTOR:

CITY, and the agents and employees of CITY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

8. RECYCLING CERTIFICATION:

The CITY shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

9. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

10. TIMELINESS:

Time is of the essence in this Agreement.

11. GOVERNING LAW:

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. ANTITRUST CLAIMS:

The CITY by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CITY shall comply with the requirements of the following statutes: Government Codes Sections 16750(c) and 4550; the Clayton Act (15 U.S.C. Sec. 15) or Cartwright Act (Business and Professions Code Section 16700 et seq.); Government Code Section 4552; Government Code Section 4553 and Government Code Section 4554.

13. CHILD SUPPORT COMPLIANCE ACT:

14. CITY agrees to comply with the notification requirements in Public Contract Code 7110. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. PRIORITY HIRING CONSIDERATIONS:

If this Agreement includes services in excess of \$200,000, the CITY shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

16. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

The Authority encourages the CITY to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract. The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a ten percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Authority has established a 30 percent Small Business (SB) goal as described above. The CITY agrees to include the overall 30 percent goal for small business utilization within the 30 percent goal, a ten percent goal for DBE, and 3 percent Disabled Veteran Business Enterprise (DVBE) in the construction contract awarded for the PROJECT.

Any contractor will be expected to make good faith efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the duration of the WORK.

- A. If, the contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the CITY and AUTHORITY the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for the contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the CITY and AUTHORITY: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, are included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts – August 2012. The document is on the Authority's Small Business web page:

http://www.hsr.ca.gov/Programs/Small_Business/index.html

The CITY shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

17. LOSS LEADER:

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. TERMINATION

- A. **Termination for Cause:** The AUTHORITY may terminate this Agreement and be relieved of any payments should the CITY fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the AUTHORITY may proceed with the work in any manner deemed proper by the AUTHORITY. All costs to the AUTHORITY shall be deducted from any sum due the CITY under this Agreement and the balance, if any, shall be paid to the CITY upon demand.
- B. **Termination Issues for Subcontractors, Suppliers, and Service Providers:** The CITY shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the CITY being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- C. **Contractor Claims Against This Agreement Under Early Termination:** The CITY agrees to release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the CITY of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

2. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to the Federal Requirements.

- A. During the performance of this agreement, the CITY and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition, age or marital status., Furthermore, the CITY and its subcontractors shall not deny family and medical care leave or deny pregnancy disability leave. Contractors and subcontractors shall insure the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The CITY and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The CITY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. The CITY shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this agreement.
- C. The CITY's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CITY has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

3. PURCHASE OF EQUIPMENT

No equipment is approved for purchase.

4. SUBCONTRACTING

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the AUTHORITY and any subcontractors, and no subcontract shall relieve the CITY of its responsibilities and obligations hereunder. The CITY agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons whether directly or indirectly employed by any of them as it is for the acts and omission of persons directly employed by the CITY. The CITY's obligations to pay its subcontractors are an independent obligation from the State's obligation to make payments to the CITY. As a result, the AUTHORITY shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. OWNERSHIP OF DATA

- A. Upon completion of all WORK under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the CITY, except that AUTHORITY shall own those components within HSR RIGHT OF WAY, and no further agreement will be necessary to transfer ownership to the AUTHORITY. The CITY shall furnish the AUTHORITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The CITY is not liable for claims, liabilities or losses arising out of, or connected with the modification or misuse by the Authority of any data provided by the CITY under this agreement; further, the CITY is not liable for claims, liabilities or losses arising out of, or connected with, any use by the AUTHORITY of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the CITY.
- D. Any sub agreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

6. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the CITY in order to carry out this Agreement, shall be protected by the CITY from unauthorized use and disclosure.
- B. The AUTHORITY and the CITY agree to protect designated confidential or privileged information intended by the AUTHORITY and CITY to remain so protected, while facilitating the sharing of information as part of both parties' efforts. Use of data files constitutes agreement on the part of the CITY to maintain confidentiality if exempt under the California Public Records Act, subject to Government Code section 6254.5(e). The CITY agrees that confidential information may not be shared with third parties without consultation and approval from the AUTHORITY.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. All information related to the construction estimate is confidential and shall not be disclosed by the CITY to any entity, other than the AUTHORITY.
- D. The terms of section shall not limit nor infringe on either parties duty to comply with the California Public Records Act, Government Code section 6250 et. seq.

7. CONFLICT OF INTEREST

- A. The CITY and its employees, and all its subcontractors and employees, shall comply with the AUTHORITY's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- B. The CITY may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each contractor or subcontractor whom the Authority's Legal Department, in consultation with the Authority's Contract Manager or its designee, determines is a designated employee under the Political Reform Act subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who performs the same nature and scope of work as the CITY.
- C. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

8. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CITY certifies that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised by or paid to any Authority agency employee. For breach or violation of this certification, the Authority shall have the right, in its discretion, to terminate this Agreement for cause in accordance with Section 1 of Exhibit D to this Agreement, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

All terms in Exhibit E must be included in the CITY's construction contract and all lower-tier subcontracts regardless of amount expended, unless otherwise noted.

1. FEDERAL REQUIREMENTS

The CITY understands that the AUTHORITY has received Federal funding from the Federal Rail Administration (FRA) for the HSR Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The CITY acknowledges that federal laws, regulations, policies and related administrative practices may change and that such changed requirements will apply to the HSR Project. The CITY shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CITY shall not perform any act, fail to perform any act, or refuse to comply with any AUTHORITY requests, which would cause the AUTHORITY to be in violation of FRA requirements.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

The CITY's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

3. FEDERAL PROCUREMENT STANDARDS

CITY agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper HSR Project administration, FRA reserves the right to review CITY's technical specifications and requirements.

4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

The CITY certifies, to the best of its knowledge and belief, that:

- a. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal Agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the CITY shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. The CITY also agrees that by signing this document, it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

5. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 C.F.R. 1200. As such, the CITY is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the CITY must verify that the subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://epls.gov/>. The CITY shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

CITY shall include a term or condition in the contract documents for each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

6. SITE VISITS

CITY agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review HSR PROJECT accomplishments and for other reasons. If any site visit is made by FRA on the premises of CITY or any of its subcontractors under this Agreement, CITY shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by CITY or subcontractor.

7. SAFETY OVERSIGHT

To the extent applicable, CITY agrees to comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

8. FLY AMERICA

CITY agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, CITY shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. CITY agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

9. CARGO PREFERENCE

As required by 46 C.F.R. Part 381, CITY agrees to the following:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Part A of this section. This bill-of-lading shall be furnished to the Authority (through CITY in the case of a subcontractor's bill-of-lading) and to the Division of National Cargo and Domestic Trade, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the HSR Project.
- C. To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

10. PROPERTY, EQUIPMENT AND SUPPLIES

CITY must comply with the property, equipment and supplies management standards and procedures in 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued. CITY may use its own management standards so long as such standards comply with 49 C.F.R. §§ 18.31, 18.32, and 18.33.

11. MAINTENANCE

If any HSR Project property, equipment, or supplies are not used for the HSR Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, CITY agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.

12. RECYCLING CERTIFICATION

CITY shall comply with all applicable requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

13. FLOOD HAZARDS

CITY agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012(a), with respect to any construction or acquisition HSR Project.

14. CIVIL RIGHTS

The following requirements apply to this Agreement:

- a. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended; 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990; 42 U.S.C. § 12132; and 49 U.S.C. § 306, the CITY agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the CITY agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- b. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
 - i. **Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CITY agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R. 60 *et seq.* (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the HSR Project. The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FRA may issue.
 - ii. **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FRA may issue.
 - iii. **Disabilities:** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the CITY also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the CITY agrees to comply with any implementing requirements FRA may issue.

The CITY also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3, 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the CITY agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The CITY also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

15. ARRA FUNDED PROJECT

To the extent that funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5 CITY, including its contractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if CITY or its contractor fails to comply with the reporting and operational requirements contained herein.

16. ENFORCEABILITY

CITY agrees that if CITY or one of its contractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

17. PROHIBITION ON USE OF ARRA FUNDS

CITY agrees in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

18. WAGE RATE REQUIREMENTS

The CITY will comply with 49 U.S.C. 24312, which requires prevailing wages to be paid in conformity with 40 U.S.C. 3141 et seq. The CITY will comply with the provisions of 40 U.S.C. 3141 et seq. The CITY will also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

- a. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.
- b. Wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. 151. et seq.) are deemed to comply with Davis-Bacon Act requirements.
- c. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

19. INSPECTION OF RECORDS

To the extent that funding for this Agreement has been provided through ARRA, in accordance with ARRA Sections 902, 1514 and 1515, CITY agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

- a. Examine any records that directly pertain to, and involve transactions relating to, this Agreement; and
- b. Interview any officer or employee of CITY or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

CITY shall include this provision in all of CITY's agreements with its contractors from whom CITY acquires goods or services in its execution of the ARRA funded work.

20. WHISTLEBLOWER PROTECTION

CITY agrees that both it and its contractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal employers, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- a. Gross mismanagement of a contract relating to ARRA funds;
- b. A gross waste of ARRA funds;
- c. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- d. An abuse of authority related to implementation or use of ARRA funds; or
- e. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

CITY agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

21. FRAUD AND FALSE STATEMENTS AND RELATED ACTS

- a. The CITY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. 13), as amended, 31 U.S.C. § 3801 et seq., and USDOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this HSR Project. Upon execution of the underlying Contract, the CITY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FRA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the CITY further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the CITY to the extent the Federal Government deems appropriate.
- b. The CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FRA, the Government reserves the right to impose any applicable penalties of 18 U.S.C. § 1001 on the CITY, to the extent applicable to work performed under this Agreement and allowed by law.
- c. The CITY agrees to include the above two paragraphs in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.
- d. CITY agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or

other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

22. SIGNAGE

CITY is strongly encouraged to post a sign at all fixed project locations at the most publicly accessible location announcing that the project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act. The configuration of the signs or plaques will be consistent with guidance issued by the Office of Management and Budget and/or the Department of Transportation and approved by the FRA.

23. REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS (BUY AMERICA)

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, Pub. L. 110-432, section 24405(a), which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see FRA's Answers to Frequently Ask Questions (FAQ) available at, <http://www.fra.dot.gov/Page/P0391>.

Should the Contractor fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Agreement terms.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;
- v. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- vi. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;
- vii. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;

- viii. Justification supporting the application of the waiver categories cited; and
- ix. Contact information for the responsible party.

24. SEISMIC SAFETY

CITY agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. CITY also agrees to ensure that all Work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the HSR Project.

25. LABOR PROTECTIVE ARRANGEMENTS

CITY agrees to comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the HSR Project. CITY also agrees to include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. § 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

26. REPORTING REQUIREMENTS

Under this Agreement, CITY may perform work on projects funded in whole or in part with American Recovery and Reinvestment Act, 2009 (ARRA) funds. Accordingly, to the extent that funding is provided by ARRA, pursuant to ARRA requirements, CITY and all of CITY's contractors will cooperate with the Authority in meeting all of its reporting requirements under ARRA. CITY shall provide all information required to meet such reporting requirements in a timely fashion.

**ATTACHMENT 1
PROJECT MAPS**

Enclosed:

- **VICINITY MAP**
- **RIGHT OF WAY IMPACT EXHIBIT**
- **UTILITY IMPACT EXHIBIT**

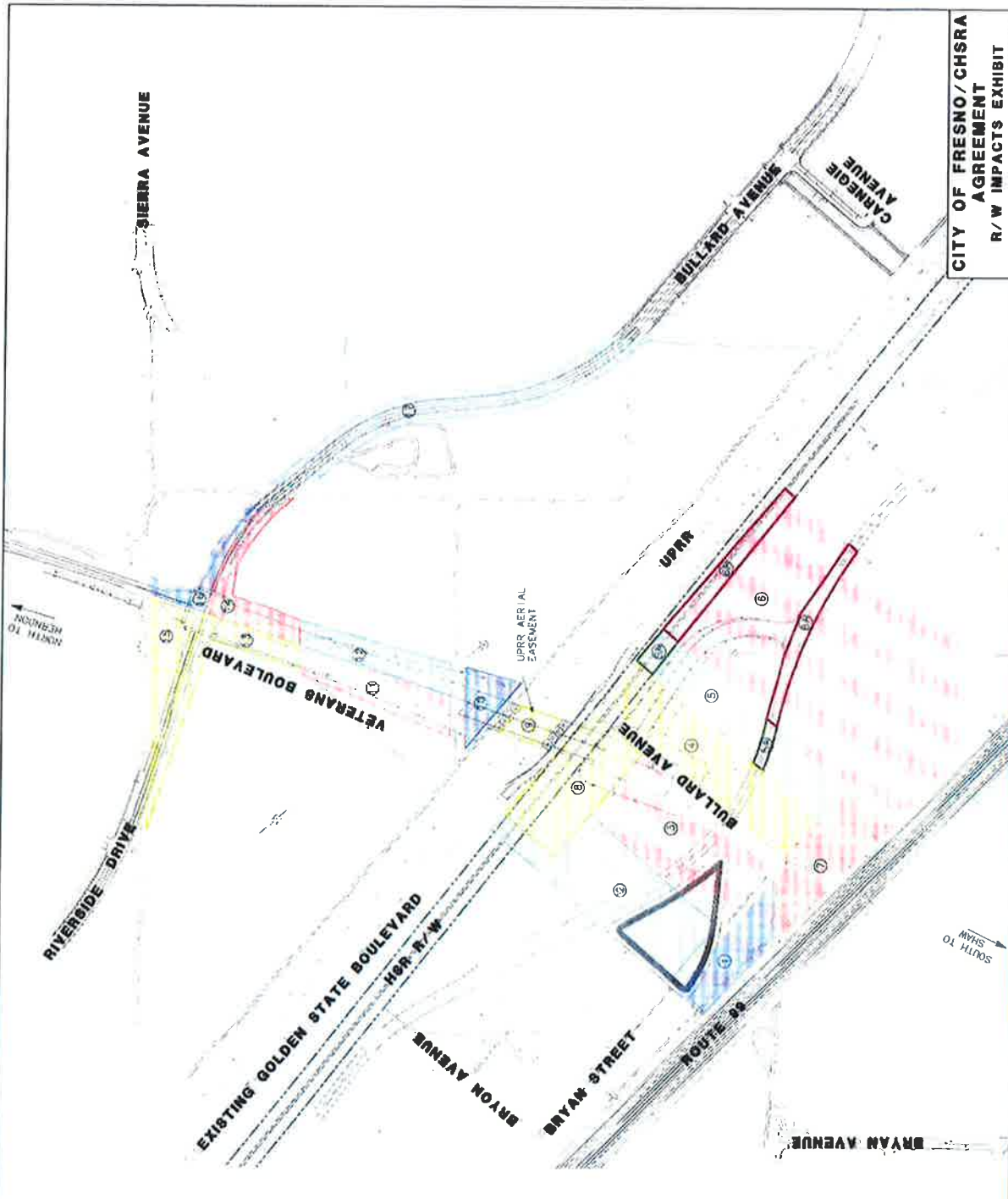


**CITY OF FRESNO / CHSRA
AGREEMENT
VICINITY MAP**

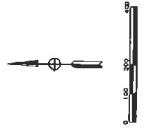
6/09/2014

LEGEND
■ CITY IMPROVEMENTS
■ NON-SPECIFIC MAIL IMPROVEMENTS

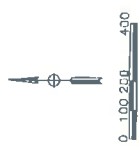
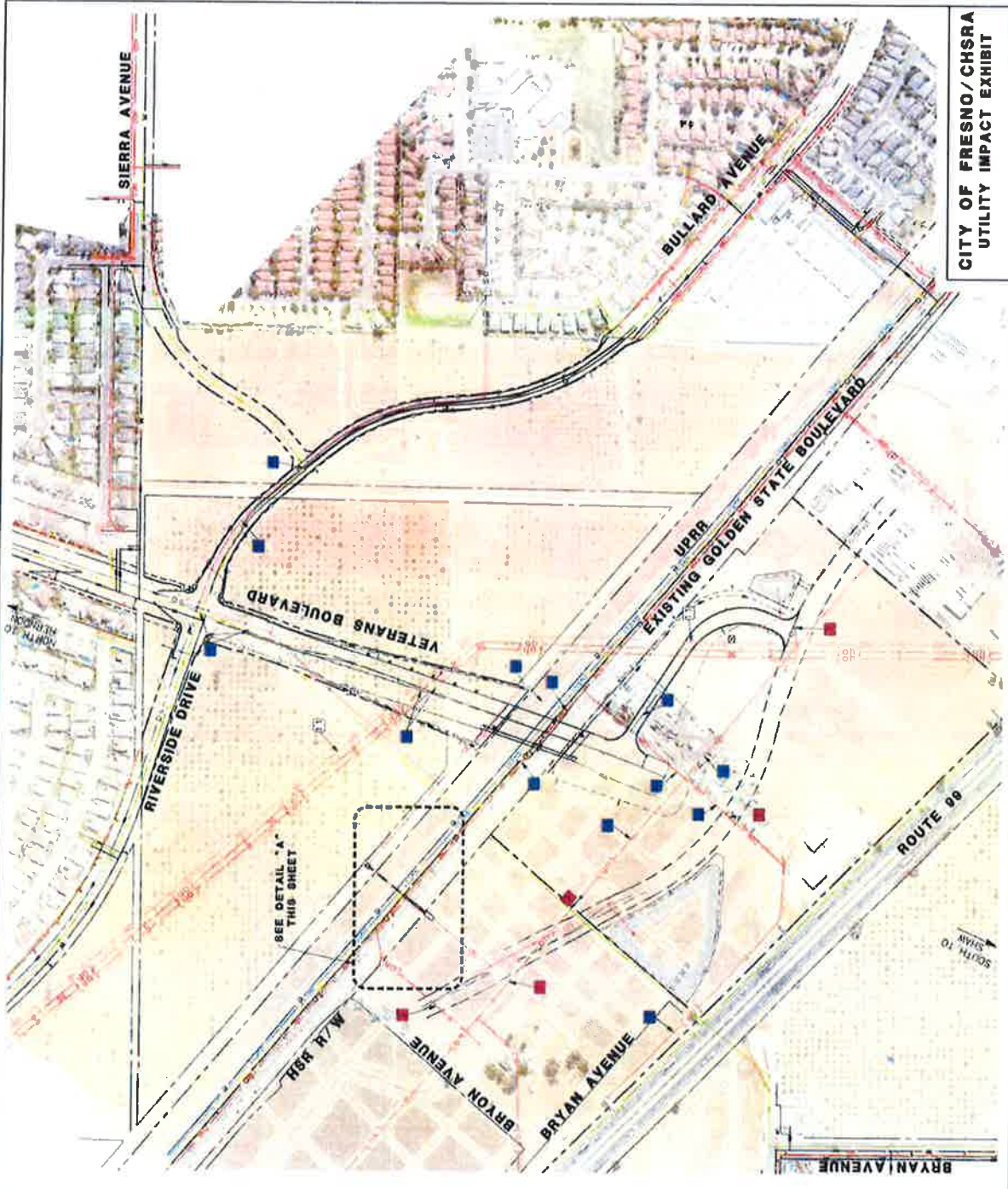




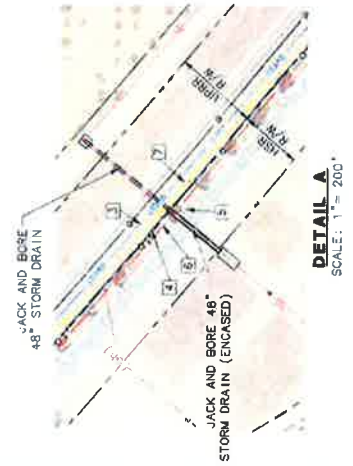
CITY OF FRESNO / CHSRA
 AGREEMENT
 R/W IMPACTS EXHIBIT
 1/28/2015



HSR RIGHT OF WAY		
PARCEL	APN NUMBER	APPROX AREA (SF)
1	504-080-73	83500
2	504-080-71	243700
3	504-080-14	231200
4	505-080-25	213700
5	505-080-16	147765
6	505-080-16	23535
7	505-080-21	883440
8	505-080-21	95360
9	505-080-17	130700
10	504-080-46	149400
11	504-080-01	23100
12	504-080-09	39000
13	504-080-97	86900
14	504-080-96	75800
15	504-080-91	86600
16	504-080-85	70300
17	504-080-90	89500
18	504-080-83	45500
19	506-130-28	170800
TOTAL AREA =		2892200



- LEGEND:**
- CITY OF FRESNO UTILITY IMPACT
 - CHSRA UTILITY IMPACT
 - NO CONFLICT WITH NEW IMPROVEMENTS
 - 1 RAISE OVERHEAD PG&E ELECTRICAL LINE
 - 2 RELOCATE OVERHEAD PG&E ELECTRICAL
 - 3 UNDERGROUND OWEST FIBER OPTIC
 - 4 UNDERGROUND SPRINT FIBER OPTIC
 - 5 UNDERGROUND AT&T FIBER OPTIC
 - 6 UNDERGROUND AT&T COMMUNICATION CABLE
 - 7 UNDERGROUND 12" KINDER MORGAN GAS LINE
 - 8 ADJUST SANITARY SEWER MANHOLE TO GRADE
 - 9 REMOVE DRAINAGE IMPROVEMENTS
 - 10 REMOVE OVERHEAD UPRR COMMUNICATION LINES (NON-OPERATIONAL)
 - 11 UNDERGROUND LEVEL 3 FIBER OPTIC
 - 12 REMOVE OVERHEAD AND PG&E ELECTRICAL



DETAIL A
SCALE: 1" = 200'

ATTACHMENT 2 SCOPE & RESPONSIBILITIES SUMMARY (WBS)

This attachment identifies the scope and responsibilities associated with each of the main project stakeholders. The lists below are intended to concisely define the roles and responsibilities of the various stakeholders in order to complete Plans, Specifications and Estimate (PS&E), Right of Way (R/W) and Construction for a new overpass over the High Speed Rail alignment for Veterans Boulevard in the City of Fresno, although this is not all-inclusive of the tasks that are to be performed.

PROJECT SCOPE

The High Speed Rail (HSR) Project is proposing to mitigate the closing of the existing UPRR at-grade crossing at Carnegie Ave by constructing a portion of the Veterans Blvd Project. The construction work associated with this consists of extending Bullard Ave to the future Veterans Blvd intersection, two lanes of Veterans Blvd, a bridge structure over the existing UPRR and future HSR tracks, and the southern jug handle ramp to connect Veterans Blvd to future Golden State Blvd.

The major project elements are as follows:

- Construction of Veterans Blvd structure over HSR and UPRR tracks
- Construction of southern jug handle connection from Veterans Blvd to proposed Golden State Blvd
- Connection of West Bullard Avenue to Veterans Blvd and connection of supporting City utilities including signal lights and storm drain facilities
- Closure of Carnegie Avenue
- Landscape / erosion control and replacement planting.

IDENTIFYING THE STAKEHOLDERS

CITY – City of Fresno

CHSRA – California High Speed Rail Authority

CALTRANS – California Department of Transportation

FHWA – Federal Highway Administration

FRA – Federal Railroad Administration

A/E CONSULTANT – City of Fresno procured design consultant

CONSTRUCTION CONSULTANT – City of Fresno to procure construction engineering consultant

**ATTACHMENT 2
SCOPE & RESPONSIBILITIES SUMMARY (WBS)**

ROLES AND RESPONSIBILITIES

CITY

- CITY shall furnish the Project Report for PROJECT.
- CITY shall furnish complete PROJECT plans to AUTHORITY for comments at 30 percent design, 60 percent design and 90 percent design.
- CITY shall furnish the PS&E for PROJECT.
- CITY shall furnish the environmental documentation for PROJECT.
- CITY shall secure all environmental permits required for PROJECT to comply with all applicable laws and regulations.
- CITY shall fulfill all environmental commitments and mitigation required for PROJECT.
- CITY shall acquire the necessary R/W for PROJECT.
- CITY shall relinquish future proposed R/W for the High Speed Rail project to CHSRA.
- CITY will furnish CHSRA with written monthly progress reports provided by the contractor during construction.
- CITY will obtain all required construction permits including but not limited to a California Public Utilities Commission grade separation permit, a CHSRA grade separation permit, and a UPRR Construction and Maintenance agreement.
- CALTRANS and CITY are CEQA leads for PROJECT.

CHSRA

- CHSRA will provide design specifications and guidelines for facilities and structures that will become CHSRA right of way.
- CHSRA shall provide preliminary design plans and related preliminary utility plans, base mapping, surveys, traffic handling and related project documents, for PROJECT in its possession within 30 days after execution of this agreement.
- CHSRA must review and approve any environmental mitigation proposed within any CHSRA right of way.
- CHSRA shall provide funding of up to \$28,000,000 for PROJECT completion.

CALTRANS

- CALTRANS will be a key stakeholder in the approval of the PROJECT.
- CALTRANS and CITY are CEQA leads for PROJECT.

FHWA

- FHWA is NEPA lead for PROJECT.

**ATTACHMENT 2
SCOPE & RESPONSIBILITIES SUMMARY (WBS)**

FRA

- FRA is a NEPA Cooperating Agency for PROJECT.
- FRA is the lead Funding Agency for PROJECT.

A/E CONSULTANT

- A/E CONSULTANT shall provide project support to CITY.
- A/E CONSULTANT shall prepare PS&E package on behalf of CITY.
- A/E CONSULTANT shall prepare environmental documentation on behalf of the CITY.
- A/E CONSULTANT shall prepare Project Report on behalf of the CITY.

CONSTRUCTION CONSULTANT

- CONSTRUCTION CONSULTANT shall provide construction support for the CITY to verify compliance with Public Works Standards.

**ATTACHMENT 3
DETAILED BUDGET**

DETAILED BUDGET FOR VETERANS BOULEVARD-HIGH SPEED RAIL GRADE SEPERATION

A. CITY OF FRESNO SALARIES

Project Management.....	\$135,000
Construction Inspection.....	\$106,800
City Attorney Charges.....	\$7,200
Purchasing Charges.....	\$32,800
<i>Total Salaries</i>	<i>\$281,800</i>

B. CITY OF FRESNO FRINGE

<i>Total Fringe</i>	<i>\$60,200</i>
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C. CITY OF FRESNO OVERHEAD

<i>Total Overhead</i>	<i>\$183,600</i>
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D. OUTSIDE CONSULTING

Design Consultant.....	\$1,208,649
Construction Inspection Consultant.....	\$2,100,000
<i>Total Outside Consulting</i>	<i>\$3,308,649</i>

E. SPECIALIZED SERVICES

<i>Total Special Services</i>	<i>\$47,000</i>
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F. LAND ACQUISITION

<i>City of Fresno Acquisition</i>	<i>\$7,360,426</i>
<i>CHSRA Acquisition</i>	<i>\$374,174</i>
<i>Total Land Acquisition</i>	<i>\$7,734,600</i>

G. CONTRACT CONSTURCTION

Grade Separation Construction.....	\$24,071,887
City Utility Construction.....	\$1,146,510
<i>Total Construction</i>	<i>\$25,218,397</i>

H. PERMITS & FEES

UPRR Permit.....	\$200,000
Miscellaneous.....	\$150,000
<i>Total Permits & Fees</i>	<i>\$350,000</i>

TOTAL PROJECT	\$37,184,246
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**ATTACHMENT 3
DETAILED BUDGET**

PROJECT FUNDING RESPONSIBILITIES

CITY OF FRESNO FUNDED ACTIVITIES **\$10,111,569**

- City of Fresno Project Management Salaries & Fringe
- Legal Expenses during Design and Right-of-Way
- Design Consultant
- Land Acquisition (excluding CHSRA contribution)
- Construction Contract (City Utility Construction)
- Indirect Costs (Overhead)

CALIFORNIA HIGH SPEED RAIL AUTHORITY **\$27,072,676**

REIMBURSABLE ACTIVITIES

- Purchasing Charges (Advertise & Award of Contract)
- Land Acquisition contribution for portions of 2 parcels (APN 505-080-16 & 505-080-21s) as detailed in Attachment 1
 - Combined 118,895SF totaling \$374,174 actual cost
- City of Fresno Construction Management Salaries & Fringe
- Construction Inspection Consultant
- Specialized Services (Testing Lab)
- Contract Construction (Grade Separation)
- Permits & Fees

**ATTACHMENT 4
RATES OF SERVICES**

This attachment identifies the rates of services provided by the City of Fresno for the completion of the project. Each classification is broken down by category to align with Attachment 3 - Detailed Budget. **Note: The actual hourly wage rate may not match the Highest Hourly Wage Rate For Position. Also, City Attorney's Office and Purchasing Division expenditures are based on an hourly rate for services rendered.**

<u>POSITION</u>	<u>HIGHEST HOURLY WAGE RATE FOR POSITION</u>	<u>HIGHEST HOURLY WAGE RATE FOR POSITION PLUS BENEFITS & OVERHEAD</u>
PROJECT MANAGEMENT		
Public Works Director.....	\$76.92.....	\$76.92
Traffic Manager.....	\$50.97.....	\$74.84
Supervising Real Estate Agent.....	\$40.22.....	\$59.06
Senior Real Estate Agent.....	\$36.60.....	\$53.74
Senior Engineering Technician.....	\$34.22.....	\$50.25
Engineer II.....	\$32.71.....	\$48.03
Supervising Engineering Technician.....	\$38.76.....	\$56.91
Professional Engineer.....	\$40.68.....	\$59.73
Chief Engineering Technician.....	\$44.04.....	\$64.66
Public Works Manager.....	\$56.06.....	\$86.06
Assistant Director of Public Works.....	\$72.81.....	\$72.81
Senior Account Clerk.....	\$19.29.....	\$27.86
Accounting Technician.....	\$21.20.....	\$30.62
Senior Accountant-Auditor.....	\$32.21.....	\$44.49
Management Analyst III.....	\$50.97.....	\$73.63
Senior Engineer/Consultant.....	\$70.00.....	\$70.00
Business Manager.....	\$50.97.....	\$50.97

**ATTACHMENT 4
RATES OF SERVICES**

CONSTRUCTION MANAGEMENT

Engineering Technician II	\$24.78	\$38.04
Survey Party Technician	\$24.78	\$38.04
Survey Party Chief	\$32.14	\$49.34
Chief Surveyor	\$46.22	\$70.96
Engineering Inspector II	\$30.69	\$47.12
Senior Engineering Inspector	\$35.78	\$54.93
Chief Engineering Inspector	\$39.29	\$60.32
Chief Engineering Technician	\$44.04	\$67.61
Public Works Manager	\$56.06	\$86.06
Contract Compliance Officer	\$30.38	\$46.64
Executive Assistant to Dept Director	\$29.61	\$29.61
Senior Secretary	\$21.54	\$33.07

CITY ATTORNEY CHARGES

Deputy City Attorney II	\$110.00
Deputy City Attorney III	\$117.00
Senior Deputy City Attorney	\$123.00
Assistant City Attorney	\$142.00
City Attorney	\$155.00

PURCHASING CHARGES

Senior Secretary	\$145.00
Staff Assistant	\$145.00

**ATTACHMENT 4
RATES OF SERVICES**

Buyer	\$145.00
Senior Buyer	\$145.00
Purchasing Manager	\$145.00