



STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

Agreement Number HSR 16-xx
Registration Number

- 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
- The term of this Agreement is: July 1, 2016 through June 30, 2018 or upon execution by both parties
- The maximum amount of this Agreement is: \$350,000.00 Three Hundred Fifty Thousand Dollars and Zero Cents
- 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.

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

CONTRACTOR		California Department of General Services Use Only
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 2600 Fresno St, 4th Floor, Fresno, CA 93721-3623		
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 Section 185036

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

- A. The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction, and operation of the first high-speed rail system in the nation (HSR Project). The Authority is currently engaged in a program that has various projects under current provisions of section 2704.04 of the Streets and Highway Code (S&H Code) and sections 185030 and 185511 of the Public Utilities Code throughout the State of California.
- B. The Authority requires certain right-of-way for the HSR Project and for public use in accordance with Public Utilities Code sections 185000, *et seq.*, and the Public Works Board (PWB) is authorized to acquire the property in accordance with Government Code section 15853. The HSR Project will require the relocation, construction, or removal of a portion of G Street (the “G Street Realignment”) as detailed on the map attached as Vicinity Map (Attachment 1) to accommodate the relocation of the Fresno Rescue Mission (Mission). The Authority is authorized to transfer property pursuant to Public Utilities Code Section 185040 *et seq.*
- C. The area that is the subject of this Agreement is included in the Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS) for the Merced to Fresno section of the HSR Project of which the Record of Decision was issued on September 18, 2012.
- D. Pursuant to approval from the PWB and the Department of General Services/Real Estate (DGS), the Authority will be contracting for the G Street Realignment, located within the City of Fresno, as a cost to cure for the relocation of the Mission necessary for the HSR Project.
- E. To facilitate this relocation, the Authority requires the City of Fresno (City or Contractor) to perform the work as described in Section 2 of this Exhibit (the “Work” or the “G Street Realignment”). It is understood between the parties that the G Street Realignment is required for a necessary relocation of the Mission and as such, is not included in the work as described in the Cooperative Agreement between the Authority and City (HSR14-35), executed November 7, 2014.
- F. All inquiries regarding this Agreement will be directed to the project representatives identified below:

AUTHORITY	CONTRACTOR
Contract Manager: Diana Gomez Central Valley Regional Director	Project Manager: Scott Mozier Public Works Director
Address: 1401 Fulton Street, Suite 200 Fresno, CA 93721	Address: 2600 Fresno St, 4th Floor Fresno, CA 93721-3623
Phone: (559) 445-5172	Phone: (559) 621-8811
Email: diana.gomez@hsr.ca.gov	Email: scott.mozier@fresno.gov

EXHIBIT A
SCOPE OF WORK

2. SCOPE OF WORK, TASKS, DELIVERABLES, AND SCHEDULE

This Agreement shall govern both Design and Construction phases of the G Street Realignment project and shall be amended to account for scope and compensation as needed for the project.

A. Right-of-Way Transfer

- 2.A.1. The Authority will transfer a public roadway easement for the new G Street location to City after the site clearance at the new G Street location is complete and after the City vacates its rights for the existing G Street location to the Mission, subject to the reservation of a Public Utility Easement for an existing gas line. The Parties understand that the existing G Street shall remain open to vehicular traffic until the new G Street becomes operative, except for any temporary closures necessary during construction. Any temporary closure shall be subject to prior City approval and shall require a traffic management plan.
- 2.A.2. All real property to be conveyed from the Authority to City shall be conveyed by transfer of title in recordable form acceptable to City, subject to no liens or encumbrances other than those reasonably acceptable to City. All replacement right of way conveyances shall be completed in concert with City's Work at the new G Street location to minimize traffic disruption.
- 2.A.3. The Authority is responsible for conducting Phase 1 and Phase 2 environmental testing and shall remove and dispose of all Hazardous Material in accordance with the General Provisions of HSR13-06, prior to transfer of the property to City for the Work, at Authority's expense.
- 2.A.4. The Authority is responsible for removing all existing structures and other improvements within the limits of the right-of-way for the new G Street. City is responsible for clearing and grubbing the new G Street location and for removal of the existing G Street. Authority shall be responsible for all costs associated with the foregoing.

B. Site Investigation and Conditions Affecting the Work

- 2.B.1. City acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions, which can affect the Work or its cost, including the following:
- 2.B.2. Conditions bearing upon transportation, disposal, handling, and storage of materials.
- 2.B.3. The availability of labor, water, electric power and roads.
- 2.B.4. Uncertainties of weather, flooding patterns and water drainage, or similar physical conditions at the site.
- 2.B.5. The conformation and conditions of the ground.

**EXHIBIT A
SCOPE OF WORK**

- 2.B.6. The character of equipment and facilities needed preliminarily to and during Work performance.
- 2.B.7. City also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, access to the site, and territory surrounding the site and examination of reasonably available records with respect to the site, including all exploratory work done by the Authority.
- 2.B.8. Upon discovery of Hazardous Material in connection with the work, both the Authority and City shall immediately confer to explore all reasonable alternatives and agree on a course of action. The Authority will pay all costs for the necessary effort undertaken by City to comply with existing statutes or regulations concerning the disposition of Hazardous Material found as a consequence of the work, unless such conditions are directly attributable to the City's existing installation or operation. Each Party to this Agreement retains the right to pursue recovery of its share of any such Hazardous Material related costs from the other Party or third parties in accordance with law, except that Authority may not pursue recovery from City and the City will not pursue recovery from the Authority, in locations where Phase II testing has confirmed no Hazardous Material is present.

C. G Street Re-Alignment Design

- 2.C.1. Upon City's receipt of a fully executed original of this Agreement City shall be responsible for and commence preparation of the complete design and certification that construction drawings, construction specifications, reports, and calculations meet the requirements of City for the street closure of the current G Street, realignment of the new G Street, and of the Authority for any elements that are adjacent to or interact with the HSR Project.
- 2.C.2. City shall furnish complete designs for all the elements of the Work to the Authority for review and comment at the 90% design level within 270 calendar days of City's receipt of an executed original of this Agreement. It is understood among the parties that the estimate for the construction may change depending on the designs, if necessary, the parties may revise the Preliminary Engineering Estimate to reflect a different mutually approved cost.
- 2.C.3. Authority's comments on designs and specifications will be submitted to the City in writing, within 30 days of receipt for review and approval. City will respond to Authority's comments in writing within 30 days.
- 2.C.4. Design for the location shall evaluate and include the reservation of a Public Utility Easement for an existing gas pipeline, subject to confirmation and approval from the Mission's architect that the current location is acceptable. Should the existing gas pipeline require relocation, the Authority shall be responsible for associated costs and the

EXHIBIT A
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Parties will amend the Agreement and Preliminary Engineering Estimate to reflect the additional scope and cost.

- 2.C.5. City shall obtain approval from the Authority's Director of Design and Construction for design elements that are within 100 feet of the Authority's right-of-way or interact with the HSR Project prior to completing the plans for bid, which approval shall not be unreasonably withheld.
- 2.C.6. City is responsible for developing designs sufficient for procurement of the construction work.

D. G Street Re-Alignment Construction

- 2.D.1. The Work performed will be as a Design-Bid-Build project to be competitively procured by and administered by City. This Agreement sets forth compensation for the Design phase of the project only. Based upon the currently available Preliminary Construction Estimate – Bid, Award, and Construction Phase attached hereto as Attachment 4, the Parties anticipate the cost of construction to be approximately \$2,850,000. After the design work for the project has been sufficiently completed, the City will obtain an updated Preliminary Construction Estimate – Bid, Award, and Construction Phase and the Parties will amend this Agreement to add the construction budget (the "Amendment"). The Amendment shall be substantially in the form of Attachment 6 hereto. Upon execution of the Amendment, 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.
- 2.D.2. If the lowest responsible construction contract bid is greater than the Preliminary Engineering Estimate (Attachment 4), City and the Authority will confer determining how to proceed. If the Parties do not agree in writing on a course of action within 15 business days of bid opening, City shall have final/sole rejection/approval of the construction contract. The City will make this determination regarding the construction contract within 5 business days after the expiration of the 15 business days for the Parties to confer and agree.
- 2.D.3. If City rejects the construction contract, the Authority retains the right to have the Work completed to City-approved designs and specifications by another Authority contractor.
- 2.D.4. Prior to awarding the construction contract, City will provide in written form to the Authority's Contract Manager identification of planned milestones; identification of activities interfacing with the HSR Project; identification of activities within the critical path; identification of potential delays occurring to activities taking place off the Work site, e.g., submittal preparation, fabrication, and delivery activities. Monthly status updates on these elements will be submitted with invoices. These reporting requirements may be modified by written direction from the Authority's Contract Manager.

EXHIBIT A
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- 2.D.5. City, as the designer of the Work and administrator of the construction, is the party at risk and shall be responsible for design errors, inconsistencies, omissions, and conflicts within the design which may cause the Work to be interrupted or changed during the course of construction.
- 2.D.6. City will identify and locate all utility facilities within Work area as part of PS&E responsibilities. The PS&E for Work will identify all utility facilities not relocated or removed in advance of the construction.
- 2.D.7. City will require the City's contractor or construction contractor to furnish payment and performance bonds naming City as obligee and to carry liability insurance in accordance with City specifications. The 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 reasonably acceptable to the Authority.
- 2.D.8. The major elements of the Work are detailed in Attachment 3 and 4, and include but is not limited to:
- 2.D.9. The construction of the G Street realignment.
- 2.D.10. Traffic handling, pavement delineation, drainage, lighting and other supporting appurtenances, including maintaining temporary access roads for its needs and those that may be required by local jurisdictions and emergency response authorities.
- 2.D.11. Removal of the existing G Street and transfer of City property rights to the Mission.
- 2.D.12. 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 Work or that violate City's encroachment policy. Utility relocations will be accomplished in accordance with City policies. Costs for City-owned utility relocations are included as part of the Preliminary Engineering Estimate (Attachment 4).
- 2.D.13. City and Authority shall work in good faith to coordinate Work under this Agreement so as to minimize disruption to the completion of the HSR Project.
- 2.D.14. The City shall secure and pay for, as part of the Preliminary Engineering Estimate (Attachment 4), all required Governmental Approvals.

E. Standards

City shall be responsible for performing all Work in accordance with federal and California laws, regulations, and standards, and CITY OF FRESNO PUBLIC WORKS STANDARDS AND SPECIFICATIONS. Elements that are adjacent to (within 100 feet from the HSR right-of-way) or interact

**EXHIBIT A
SCOPE OF WORK**

with the HSR Project will be in conformance with the Authority's Design Criteria Manual and subject to review and approval by the Authority.

3. SCHEDULE OF SERVICES

Performance of the work described in Section 2 shall commence upon execution of this Agreement. Unless terminated as provided herein, the Work shall continue until earlier of (i) completion of the Work or (ii) expiration of the term.

4. DEFINITIONS

CITY OF FRESNO PUBLIC WORKS STANDARDS AND SPECIFICATIONS – City specifications, standard plans, policies and procedures currently in effect as of the execution date of this Agreement.

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.

HAZARDOUS MATERIAL - Any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law and/or any substance, material, waste or other material of any nature whatsoever which may give rise to liability under state or federal law.

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.

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

WORK – Administration of the contract for and including the construction necessary for the Re-alignment of "G" Street approximately in the area between East California Avenue and Santa Clara Street, in the City of Fresno as outlined in Attachments 1 and 3.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. FUNDING REQUIREMENTS

- A. 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 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 the Work, 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. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

2. COMPENSATION, INVOICING, AND PAYMENT

- A. The maximum amount of this Agreement is an estimate, based upon the Preliminary Engineer's Estimate – Design Phase, attached hereto as Attachment 2, and the actual amount of work requested by the Authority may be less. No payment shall be made in advance of services rendered.
- B. City shall be entitled to payment for Work performed under this Agreement. Unless otherwise agreed by the Parties, City shall not begin Work prior execution of this Agreement.

Invoices shall include the Agreement Number, date prepared, and billing period, actual hours worked (by individual name and position), actual costs for salaries (by position), and fringe, overhead and other direct costs. Billings for City staff will be at the rates listed on Rates of Services for G Street Realignment (Attachment 5).

Invoices shall also include a Monthly Progress Report detailing status and progress as outlined in Exhibit A, Section 2.C.7.

- C. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the City for actual costs incurred. Provide 1 original and 2 copies, as set forth below, of the invoice for payment. Invoices shall be submitted no more than monthly in arrears to:

(1 original and 1 copy)
Financial Operations Section
California High-Speed Rail Authority

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

770 L Street, Suite 620 MS 3
Sacramento, CA 95814

AND

(1 copy)

Diana Gomez, Central Valley Regional Director
California High-Speed Rail Authority
1401 Fulton Street, Suite 200
Fresno, CA 93721

- 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. Payments shall be made to the City for undisputed invoices within 45 days of receipt of the invoice. The date of “invoice receipt” shall be the date the Authority receives the paper copy.
- F. The Authority shall not unreasonably dispute invoices. If the Authority disputes an invoice it shall notify the City within 15 business days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice’s validity, deliverables for the billing period have not been received and approved, inaccuracies of the invoice, or does not otherwise comply with the terms of this Agreement.
- G. There shall be no change in the rate of City staff position on Attachment 5 without prior written approval by the Authority’s Contract Manager. A request for change must be in writing, on City’s letterhead and identify the reason for rate change.

3. COST PRINCIPLES

City’s performance shall be governed by and in compliance with the following administrative and cost principles:

- A. As a governmental entity, the City shall comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, as amended.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

If any costs for which payment has been made to the City are determined by subsequent audit to be unallowable under the applicable administrative and cost principles referenced above, then the unallowable costs are subject to repayment by the City to the Authority.

4. Contingent Fee

The City certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the City for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C

GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

1. GENERAL TERMS AND CONDITIONS

A. **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.

B. **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.

The Director of Public Works of the City and the Chief Executive Officer of the Authority are hereby authorized to execute the Amendment to provide funding for the Construction phase of the G Street Realignment as contemplated in Section 2.D.1 of Exhibit A.

C. **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.

D. **AUDIT.** City agrees that the Authority, the Department of General Services, the State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. City agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. City agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, City agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7.)

E. **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, provided nothing herein shall constitute a waiver by either Party of governmental immunities including California Government Code section 810 *et seq.*

Required Insurance. Without limiting the indemnification of each party as stated herein, it is understood and agreed that CITY shall maintain, at its sole expense, insurance policies or self-insurance programs to fund its respective liabilities including general liability, automotive liability, workers' compensation and employers liability as stated below. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of the Authority under this Agreement.

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GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

The fact that insurance is obtained by any party shall not be deemed to release or diminish the liability of that party, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by a party. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of any party, its respective governing Boards, principals, officers, agents, employees, persons under the supervision of the party, vendors, suppliers, invitees, consultants, sub-consultants, contractors, subcontractors, engineers or anyone employed directly or indirectly by any of them.

F. DISPUTES. City shall continue with the responsibilities under this Agreement during any dispute.

G. 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.

H. 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.

I. NON-DISCRIMINATION CLAUSE. During the performance of this Agreement, 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), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. City and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. City and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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. 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.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

J. TIMELINESS. Time is of the essence in this Agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

K. GOVERNING LAW. This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

L. 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.

2. Contractor Certifications

A. STATEMENT OF COMPLIANCE. Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103.)

B. DRUG-FREE WORKPLACE REQUIREMENTS. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

i. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

ii. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

iii. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. EARLY TERMINATION

- A. This Agreement may be terminated at any time by mutual agreement of the parties in writing.
- B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the City if terminated for the convenience of the Authority.
- C. Notice of Termination 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.
- D. City Claims After Early Termination. The City shall 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.
- E. Restoration Upon Early Termination. This Agreement arises out of City's accommodation of Authority's Project. Accordingly, notwithstanding the above, this Agreement is not terminable by Authority for any reason if City has begun construction work. In the event construction work has commenced, Authority shall remain responsible for payment for all Work performed through completion as Restoration Work, unless the Parties mutually terminate pursuant to under Section 1.A. above.

2. PURCHASE OF EQUIPMENT

No equipment is approved for purchase.

3. SUBCONTRACTING

- A. The City will procure a construction contractor as a subcontractor to this Agreement. Any substitution of a subcontractor shall be approved in writing by the Authority's Contract Manager prior to such substituted subcontractor performing work. Unless specifically noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.
- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the City of performance of its duties hereunder. City shall be responsible for the any and all acts and omissions of its subcontractors and their employees.

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SPECIAL TERMS AND CONDITIONS

- C. City's obligation to pay its subcontractors is independent of the Authority's obligation to pay the City.

4. OWNERSHIP OF DATA

- A. All intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement for the new G Street alignment belong to City. The City shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
- B. 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. 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.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

5. 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). Confidential information shall not be shared with third parties without consultation and approval from the Authority.
- C. The City shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, City's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at meetings of the City Council, at public hearings, or in response to questions from a Legislative Committee.
- D. The City shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

6. PUBLIC RECORDS; CONFLICTS OF INTEREST

- A. This Agreement shall not limit nor infringe on either Party's duty to comply with the California Public Records Act, Government Code Section 6250 *et seq.*
- B. The City's subcontractors shall comply with the Authority's Organizational Conflict of Interest Policy.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

7. SETTLEMENT OF DISPUTES

The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

8. HEADINGS

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

9. WAIVER

Failure to enforce any provision of this Agreement shall not operate as a waiver of that or any other provision or any subsequent breach of this Agreement.

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

ALL TERMS IN EXHIBIT E MUST BE INCLUDED IN ALL SUBCONTRACTS AND 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 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, pursuant to the Authority's cooperative agreement with the FRA, which is available online at http://hsr.ca.gov/About/Funding_Finance/funding_agreements.html. The City acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the 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

The 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 Project administration, FRA reserves the right to review the 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

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

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 LLL, "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 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 each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The City shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The City's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the City or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in Title 2 Code of Federal Regulations Section 180.800.

Should the City or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the City shall immediately inform the Authority of this exclusion or disqualification. The 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

The City acknowledges that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the City or any of its subcontractors under this Agreement, the 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 the City or subcontractor.

7. SAFETY OVERSIGHT

To the extent applicable, the City shall 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. ENVIRONMENTAL PROTECTION

The City and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air.** The City shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The City shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.

- B. **Clean Water.** The City shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The City shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- C. **Energy Conservation.** The City will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
- D. **Agreement Not To Use Violating Facilities.** The City will not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The City shall promptly notify the Authority if the City or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the City's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection.** The City shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions.** The City shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

9. 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 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 will 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:

EXHIBIT E**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

- 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 will 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 Project. The City will 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 will 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 will refrain from discrimination against present and prospective employees for reason of age. In addition, the City will 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 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 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 will comply with any implementing requirements FRA may issue.

The City will not 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 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the City will comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

The City also will 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.

10. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. The City and all Contractors, including both prime and subcontractors, 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 any Contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

11. ENFORCEABILITY

If the City or one of its subcontractors 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.

12. PROHIBITION ON USE OF ARRA FUNDS

City will 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.

13. ACCESS AND INSPECTION OF RECORDS

- A. In accordance with ARRA Sections 902, 1514, and 1515, the City 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:
- i. Access and reproduce any books, documents, papers and records of the City that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and
 - ii. Interview any officer or employee of the City or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to Title 49 Code of Federal Regulation Section 18.26(i)(11), Title 49 Code of Federal Regulations Section 19.26, or OMB Circular A-133 Compliance Supplement, (whichever applicable), the City will maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the City will maintain same until the Authority, the

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The City shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.

- C. The City will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 United States Code Section 552(a).

The City shall include this provision in all lower-tier subcontracts.

14. WHISTLEBLOWER PROTECTION

City its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, 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. 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 contractor) awarded or issued relating to ARRA funds.

City 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.

15. FRAUD AND FALSE CLAIMS ACT

City shall promptly notify the Authority 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.

The City will include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. REPORTING REQUIREMENTS

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

City will, if requested by the Authority in writing, to provide the Authority with the following information:

- A. The total amount of funds received by the City during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:

The name of the project or activity;

- i. A description of the project activity;
- ii. An evaluation of the completion status of the project or activity; and
- iii. An estimate of the number of jobs created and/or retained by the project or activity.

D. For any contracts or subcontracts equal to or greater than \$25,000:

- i. The name of the entity receiving the contract;
- ii. The amount of the contract;
- iii. The transaction type;
- iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
- v. The location of the entity receiving the contract;
- vi. The primary location of the contract, including city, state, congressional district, and county;
- vii. The DUNS number, or name and zip code for the entity headquarters, if known;
- viii. A unique identifier of the entity receiving the contract and the parent entity of City, should the entity be owned by another; and
- ix. The names and total compensation of the five most highly compensated officers of the company if received:

- 80% or more of its annual gross revenues in Federal awards;
- \$25,000,000 or more in annual gross revenue from Federal awards and;
- If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986;

E. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

Standard data elements and federal instruction for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

17. REPRINTS OF PUBLICATIONS

Whenever an employee of a City-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the City shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

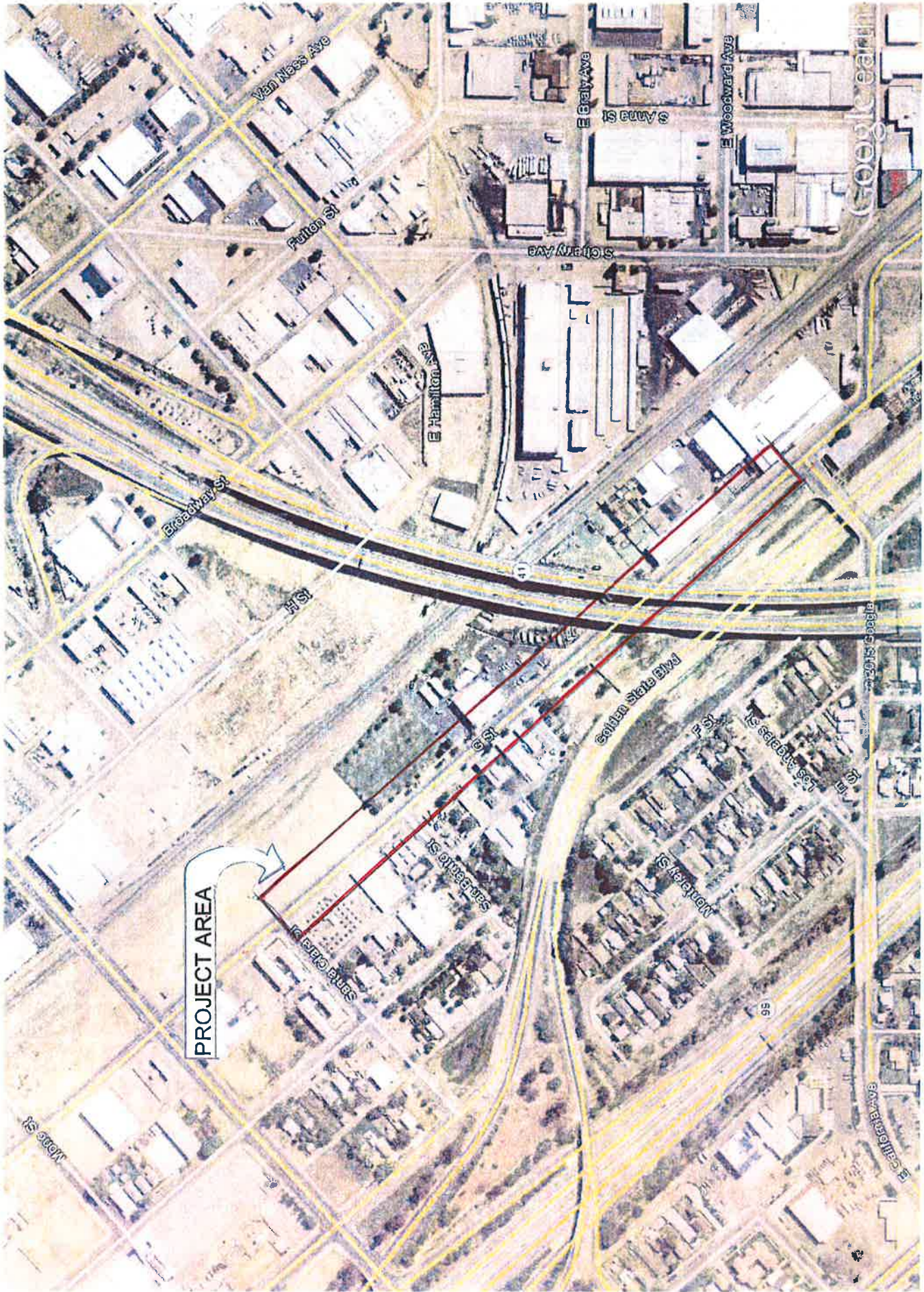
18. LABOR PROVISIONS

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a “rail carrier,” as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 *et seq.*), the Railway Labor Act (43 U.S.C. 151 *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 *et seq.*) To the extent required by 49 U.S.C. 24405(b) and other laws referenced above, the City shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

19. LABOR PROTECTIVE ARRANGEMENTS

The City will 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 Project. The City also will 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.

ATTACHMENT NO. 1



PROJECT AREA



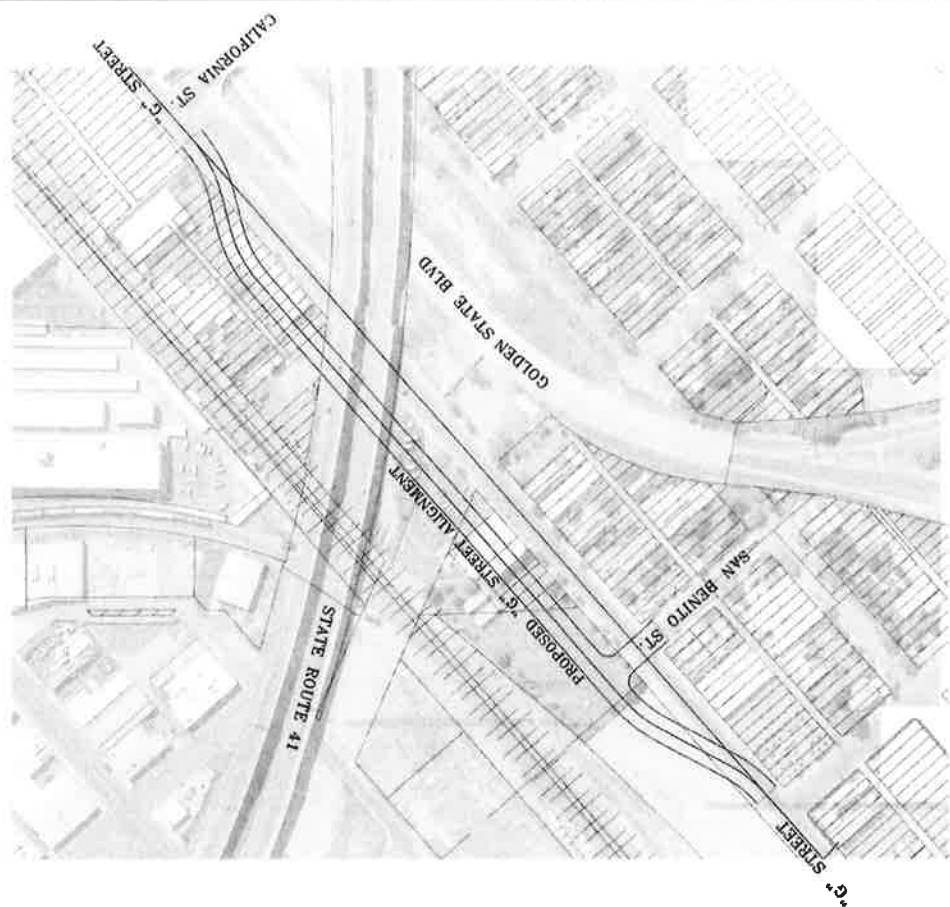
2000



feet
meters

700

Google earth



0 200' 400'
SCALE 1" = 200'



ATTACHMENT NO. 2

CITY OF FRESNO

DEPARTMENT OF PUBLIC WORKS

BY: LG _____ DATE 08/03/16 ACCT. _____ FILE NO. _____ SHEET 1 OF 1
 CHKD. _____ DATE _____ DWG. REF. _____
 SUBJECT _____ "G" STREET RE-ALIGNMENT ESTIMATED DESIGN COST

**PRELIMINARY ENGINEER'S ESTIMATE
 DESIGN PHASE**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION OF WORK	UNIT COST	TOTAL
1	LUMP SUM	L.S.	TOPGRAPHICAL SURVEY	LUMP SUM	\$50,000.00
2	LUMP SUM	L.S.	CITY ENVIRONMENTAL ASSESMENT	LUMP SUM	\$25,000.00
3	LUMP SUM	L.S.	PRELIMINARY DESIGN	LUMP SUM	\$125,000.00
4	LUMP SUM	L.S.	PLAN REVIEW	LUMP SUM	\$38,000.00
5	LUMP SUM	L.S.	FINAL DESIGN	LUMP SUM	\$80,000.00
SUB TOTAL					\$318,000.00
CONTINGENCY					\$31,800.00
TOTAL					\$349,800.00
TOTAL DESIGN COST					\$349,800.00

ATTACHMENT NO. 2

ATTACHMENT NO. 3

SCOPE: RESPONSIBILITY SUMMARY

	CITY	AUTHORITY
COOPERATIVE AGREEMENT	50%	50%
PROJECT REIMBURSEMENT	0	100%
RIGHT OF WAY ACQUISITION	0	100%
HAZARDOUS MATERIAL REMOVAL	0	100%
SITE CLEARANCE NEW 'G' STREET SITE	0	100%
CLEARING AND GRUBBING NEW 'G' STREET SITE	100%	0
CLEARING AND GRUBBING OLD 'G' STREET	100%	0
RIGHT OF WAY TRANSFER	50%	50%
PROJECT DESIGN ENGINEERING	100%	0
BID AND CONTRACT AWARD PROCESS	100%	0
CONSTRUCTION ENGINEERING	100%	0

ATTACHMENT NO. 3

ATTACHMENT NO. 4

CITY OF FRESNO - DEPARTMENT OF PUBLIC WORKS

BY: JRT DATE: 08/10/16 ACCT. _____ FILE NO. _____ Sheet 1 of 2
 CHKD. _____ DATE: _____ DWG. REF. _____
 SUBJECT: **"G" Street Realignment (From California to Santa Clara Avenues)**

PRELIMINARY ENGINEER'S ESTIMATE

ITEM	QUANTITY		DESCRIPTION OF WORK	UNIT PRICE	TOTAL
A. Street Improvements					
1	1	L.S.	Mobilization	Lump Sum	\$ 50,000
2	1	L.S.	Traffic Control	Lump Sum	\$ 72,000
3	1	L.S.	Clearing and Grubbing	Lump Sum	\$ 90,128
4	1	L.S.	Dust Control	Lump Sum	\$ 5,000
5	1	L.S.	Prepare SWPPP	Lump Sum	\$ 3,000
6	1	L.S.	Water Pollution Control	Lump Sum	\$ 22,000
7	2	EA	Curb Ramps	5,000.00	\$ 10,000
8	37,100	S.F.	Concrete Sidewalk	6.00	\$ 222,600
9	2,100	L.F.	Concrete Driveway	10.00	\$ 21,000
10	14	EA	Street Light	4,500.00	\$ 63,000
11	1	L.S.	Signing and Thermoplastic Striping	Lump Sum	\$ 22,500
12	1	L.S.	Transition Grading	Lump Sum	\$ 80,000
13	7,300	C.Y.	Roadway Excavation	35.00	\$ 255,500
14	240	L.F.	Sawcut AC Pavement and Concrete	3.00	\$ 720
15	3,220	Tons	Type B Asphalt (4.5" AC, Minimum)	95.00	\$ 305,900
16	4,150	Tons	Type II Aggregate Base (6" AB, Minimum)	42.00	\$ 174,300
17	4,140	L.F.	Curb & Gutter	16.00	\$ 66,240
18	1	L.S.	Building Demolition		BY OTHERS
19	1	L.S.	Property Improvements Adjustments		BY OTHERS
20	1	L.S.	Mediator	Lump Sum	\$ 35,000
21	1	L.S.	Underground Utilities Relocation		BY UTILITY COMPANY
22	1	L.S.	Power & Service Pole Relocation		BY UTILITY COMPANY
23	13,800	S.Y	Remove AC, Curb & Gutter and Sidewalk	6.00	\$ 82,800
			STREET IMPROVEMENT SUBTOTAL		\$ 1,581,688
B. Storm Drain Improvements					
1	4	EA	Remove Manhole	2,000.00	\$ 8,000
2	1,930	LF	Remove SD Pipe	26.00	\$ 50,180
3	2	EA	Remove Drain Inlet	2,000.00	\$ 4,000
4	7	EA	SD Manhole	4,000.00	\$ 28,000
5	2	EA	FMFCD Type D Inlet	5,500.00	\$ 11,000
6	500	L.F.	30" RCP	90.00	\$ 45,000
7	1,530	L.F.	36" RCP	110.00	\$ 168,300
8	60	L.F.	18" RCP	60.00	\$ 3,600
			STORM DRAIN IMPROVEMENT SUBTOTAL		\$ 318,080

C. Water Improvements					
1	1,930	LF	Remove Water Main Pipes	20.00	\$ 38,600
2	4	EA	Relocate Fire Hydrant	4,500.00	\$ 18,000
3	930	LF	12" Water Main	48.00	\$ 44,640
4	1,180	LF	8" Water Main	40.00	\$ 47,200
5	4	EA	Wet Tie	4,500.00	\$ 18,000
5	20	EA	Relocate Water Service	1,200.00	\$ 24,000
6	3	EA	8" Gate Valve	1,500.00	\$ 4,500
7	3	EA	12" Gate Valve	1,800.00	\$ 5,400
WATER IMPROVEMENT SUBTOTAL					\$ 200,340
D. Sewer Improvements					
1	900	LF	Remove Sewer Main Pipes	28.00	\$ 25,200
2	1	EA	Remove Manhole	3,000.00	\$ 3,000
3	3	EA	Sewer Manhole	4,000.00	\$ 12,000
4	850	LF	10" Sewer Main	40.00	\$ 34,000
5	1	LS	Sewer Bypass	10,000.00	\$ 10,000
6	1	LS	Relocate Sewer Service	8,000.00	\$ 8,000
SEWER IMPROVEMENT SUBTOTAL					\$ 92,200
PROJECT CONSTRUCTION SUBTOTAL					\$ 2,192,308
					CONTINGENCY \$ 328,846
					CONST. ENGR'G. \$ 328,846
PROJECT TOTAL					\$ 2,850,000
E. Right-of-Way Acquisition					
1	1	LS	Right-of-Way Abandonment and Acquisition	BY OTHERS	
PROJECT TOTAL					\$ 2,850,000
NOTE:					
1. The above quantities and items of work are approximate in order to verify if funding for this project is sufficient. Still to be prepared are the construction plans, which are to be used to prepare a more precise FINAL engineer's estimate.					
2. This PRELIMINARY engineer's estimate is an approximation of the probable cost of the proposed work based on previous competitive bids the City has received for similar work. It is not intended to be indicative of the final cost of the project. It is intended to represent a general magnitude of the cost of a competitively bid project. It is not intended to represent the cost of a project completed by City crews.					

ATTACHMENT NO. 5

ATTACHMENT NO. 5 RATES OF SERVICES FOR G STREET REALIGNMENT				
CITY STAFF	BASIC HOURLY RATE	FRINGE BENEFITS	OVERHEAD	FULL HOURLY RATE
DEPUTY CITY ENGINEER	\$56.06	\$19.50	\$7.46	\$83.02
PROJECTS ADMINISTRATOR	\$56.06	\$19.50	\$7.46	\$83.02
PUBLIC WORKS MANAGER	\$56.06	\$19.50	\$7.46	\$83.02
SUPERVISING ENGINEERING TECH	\$39.54	\$13.76	\$5.04	\$58.34
SENIOR ENGINEERING TECH	\$34.22	\$11.91	\$4.36	\$50.49
PROFESSIONAL ENGINEER	\$41.50	\$14.44	\$5.29	\$61.23
ENGINEER I I	\$32.71	\$11.38	\$4.17	\$48.26
CITY ATTORNEY	\$130.00	\$0.00	\$0.00	\$130.00
HIGHLAND CONSULTING	\$70.00	\$0.00	\$0.00	\$70.00
TRAFFIC MANAGER	\$50.97	\$17.73	\$6.78	\$75.48
CHIEF SURVEYOR	\$46.22	\$16.08	\$5.97	\$68.27
ENGINEERING AIDE I	\$18.60	\$6.47	\$2.40	\$27.47
ENGINEERING AIDE I I	\$21.51	\$7.48	\$2.78	\$31.77
NETWORK SYSTEMS SPECIALIST	\$34.19	\$11.89	\$4.55	\$50.63
SUPERVISING R.E. AGENT	\$40.22	\$13.99	\$5.13	\$59.34
SENIOR REAL ESTATE AGENT	\$36.60	\$12.73	\$4.67	\$54.00
PW & FINANCE ACCOUNTING STAFF	\$37.00	\$12.87	\$4.92	\$54.79
ADMINISTRATIVE CLERK I	\$14.78	\$5.14	\$1.97	\$21.89
ADMINISTRATIVE CLERK II	\$16.24	\$5.65	\$2.16	\$24.05
CHIEF ENGINEERING INSPECTOR	\$38.33	\$13.34	\$4.95	\$56.62
CHIEF ENGINEERING TECHNICAN	\$44.92	\$15.63	\$5.80	\$66.35
CONTRACT COMPLIANCE OFFICER	\$29.64	\$10.31	\$3.83	\$43.78
ENGINEERING INSPECTOR I	\$28.05	\$9.76	\$3.62	\$41.43
ENGINEERING INSPECTOR II	\$30.69	\$10.68	\$3.97	\$45.33
ENGINEERING TECHNICAN I	\$22.01	\$7.66	\$2.84	\$32.51
ENGINEERING TECHNICAN II	\$24.78	\$8.62	\$3.20	\$36.60
SENIOR ADMINISTRATIVE CLERK	\$17.83	\$6.20	\$2.37	\$26.40
SENIOR ENGINEERING INSPECTOR	\$34.90	\$12.14	\$4.51	\$51.55
STAFF ASSISTANT	\$21.10	\$7.34	\$2.81	\$31.25
SUPERVISING PROFESSIONAL ENGINEER	\$47.15	\$16.40	\$6.01	\$69.57
SURVEY PARTY CHIEF	\$31.36	\$10.91	\$4.05	\$46.32
SURVERY PARTY TECHNICAN	\$24.78	\$8.62	\$3.20	\$36.60

FEB.8, 2016 The City Attorney and Highland Consulting positions are fully funded and not subject to fringe benefits and overhead

ATTACHMENT NO. 6

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER HSR16-##	AMENDMENT NUMBER 1
REGISTRATION NUMBER	



1. This Agreement is entered into between the State Agency and 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 July 1, 2016 through June 30, 2018
3. The maximum amount of this Agreement after this amendment is: \$3,200,000.00
Three million two hundred thousand dollars and zero cents
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to increase the Maximum Agreement to \$3,200,000.00 (Three million two hundred thousand dollars and zero cents).

- STD 213, Line 3, is amended to increase the maximum amount to \$3,200,000.00 (Three million two hundred thousand dollars and zero cents).
- Attachment 4 – Preliminary Engineering Estimate – Bid, Award, and Construction Phase is replaced in its entirety by the attached Attachment 4-1 - Engineering Estimate – Bid, Award, and Construction Phase

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
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 2600 Fresno St, 4th Floor, Fresno, CA 93721-3623		
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		
		<input checked="" type="checkbox"/> Exempt per: Public Utilities Code Section 185036

ATTACHMENT NO.

4-1

CITY OF FRESNO - DEPARTMENT OF PUBLIC WORKS

BY: JRT DATE: 08/10/16 ACCT. _____ FILE NO. _____ Sheet 1 of 2
 CHKD. _____ DATE: _____ DWG. REF. _____

SUBJECT: **"G" Street Realignment (From California to Santa Clara Avenues)**

PRELIMINARY ENGINEER'S ESTIMATE

ITEM	QUANTITY	DESCRIPTION OF WORK	UNIT PRICE	TOTAL
A. Street Improvements				
1	1	L.S. Mobilization	Lump Sum	\$ 50,000
2	1	L.S. Traffic Control	Lump Sum	\$ 72,000
3	1	L.S. Clearing and Grubbing	Lump Sum	\$ 90,128
4	1	L.S. Dust Control	Lump Sum	\$ 5,000
5	1	L.S. Prepare SWPPP	Lump Sum	\$ 3,000
6	1	L.S. Water Pollution Control	Lump Sum	\$ 22,000
7	2	EA Curb Ramps	5,000.00	\$ 10,000
8	37,100	S.F. Concrete Sidewalk	6.00	\$ 222,600
9	2,100	L.F. Concrete Driveway	10.00	\$ 21,000
10	14	EA Street Light	4,500.00	\$ 63,000
11	1	L.S. Signing and Thermoplastic Striping	Lump Sum	\$ 22,500
12	1	L.S. Transition Grading	Lump Sum	\$ 80,000
13	7,300	C.Y. Roadway Excavation	35.00	\$ 255,500
14	240	L.F. Sawcut AC Pavement and Concrete	3.00	\$ 720
15	3,220	Tons Type B Asphalt (4.5" AC, Minimum)	95.00	\$ 305,900
16	4,150	Tons Type II Aggregate Base (6" AB, Minimum)	42.00	\$ 174,300
17	4,140	L.F. Curb & Gutter	16.00	\$ 66,240
18	1	L.S. Building Demolition		BY OTHERS
19	1	L.S. Property Improvements Adjustments		BY OTHERS
20	1	L.S. Mediator	Lump Sum	\$ 35,000
21	1	L.S. Underground Utilities Relocation		BY UTILITY COMPANY
22	1	L.S. Power & Service Pole Relocation		BY UTILITY COMPANY
23	13,800	S.Y. Remove AC, Curb & Gutter and Sidewalk	6.00	\$ 82,800
		STREET IMPROVEMENT SUBTOTAL		\$ 1,581,688
B. Storm Drain Improvements				
1	4	EA Remove Manhole	2,000.00	\$ 8,000
2	1,930	LF Remove SD Pipe	26.00	\$ 50,180
3	2	EA Remove Drain Inlet	2,000.00	\$ 4,000
4	7	EA SD Manhole	4,000.00	\$ 28,000
5	2	EA FMFCD Type D Inlet	5,500.00	\$ 11,000
6	500	L.F. 30" RCP	90.00	\$ 45,000
7	1,530	L.F. 36" RCP	110.00	\$ 168,300
8	60	L.F. 18" RCP	60.00	\$ 3,600
		STORM DRAIN IMPROVEMENT SUBTOTAL		\$ 318,080

C. Water Improvements					
1	1,930	LF	Remove Water Main Pipes	20.00	\$ 38,600
2	4	EA	Relocate Fire Hydrant	4,500.00	\$ 18,000
3	930	LF	12" Water Main	48.00	\$ 44,640
4	1,180	LF	8" Water Main	40.00	\$ 47,200
5	4	EA	Wet Tie	4,500.00	\$ 18,000
5	20	EA	Relocate Water Service	1,200.00	\$ 24,000
6	3	EA	8" Gate Valve	1,500.00	\$ 4,500
7	3	EA	12" Gate Valve	1,800.00	\$ 5,400
WATER IMPROVEMENT SUBTOTAL					\$ 200,340
D. Sewer Improvements					
1	900	LF	Remove Sewer Main Pipes	28.00	\$ 25,200
2	1	EA	Remove Manhole	3,000.00	\$ 3,000
3	3	EA	Sewer Manhole	4,000.00	\$ 12,000
4	850	LF	10" Sewer Main	40.00	\$ 34,000
5	1	LS	Sewer Bypass	10,000.00	\$ 10,000
6	1	LS	Relocate Sewer Service	8,000.00	\$ 8,000
SEWER IMPROVEMENT SUBTOTAL					\$ 92,200
PROJECT CONSTRUCTION SUBTOTAL					\$ 2,192,308
CONTINGENCY					\$ 328,846
CONST. ENGR'G.					\$ 328,846
PROJECT TOTAL					\$ 2,850,000
E. Right-of-Way Acquisition					
1	1	LS	Right-of-Way Abandonment and Acquisition		BY OTHERS
PROJECT TOTAL					\$ 2,850,000
NOTE:					
1. The above quantities and items of work are approximate in order to verify if funding for this project is sufficient. Still to be prepared are the construction plans, which are to be used to prepare a more precise FINAL engineer's estimate.					
2. This PRELIMINARY engineer's estimate is an approximation of the probable cost of the proposed work based on previous competitive bids the City has received for similar work. It is not intended to be indicative of the final cost of the project. It is intended to represent a general magnitude of the cost of a competitively bid project. It is not intended to represent the cost of a project completed by City crews.					