

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

Agreement Number
HSR12-05

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 June 30, 2013 through June 30, 2015
Agreement is:

3. The maximum amount of this Agreement is \$4,577,855.00
Four Million Five Hundred Seventy-Seven, Eight Hundred and Fifty-Five Dollars and 00/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 – Background and Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B - Attachment 1, Budget and Costs	4 pages
Exhibit C* – General Terms and Conditions	1 page
Exhibit D – Special Terms and Conditions	6 pages
Exhibit E – Supplemental Terms and Conditions for Contracts Using Federal Funds	24 pages
Exhibit F – City of Fresno, Resolution No. 21012-126	6 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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)

6-18-2013

PRINTED NAME AND TITLE OF PERSON SIGNING

Scott Mozier, P.E., City Engineer/Assistant Director

ADDRESS

City of Fresno, Public Works Department 2600 Fresno Street, 4th Floor,
Fresno, CA 93721-3623

STATE OF CALIFORNIA

AGENCY NAME

California High-Speed Rail Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/20/13

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Morales, Chief Executive Officer

ADDRESS

770 L Street, Suite 800, Sacramento CA 95814

California Department of General Services
Use Only



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EXHIBIT A
BACKGROUND AND SCOPE OF WORK

A. **BACKGROUND**

The **California High-Speed Rail Authority (AUTHORITY)** is undertaking a project to design and construct a high-speed passenger rail line to connect the major cities in California. The California High-Speed Train Project (CHSTP) will have a nominal end-to-end length of 800 miles, with trains travelling at speeds up to 220 mph.

The AUTHORITY, in partnership with the Federal Railroad Administration (FRA) has completed and certified a Project Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for a proposed California High-Speed Rail network linking the metropolitan areas of Merced and Fresno. The Notice of Decision was adopted

May 3, 2012 and the Record of Decision was released September 18, 2012. The Final EIR/EIS includes a designated preferred alternative alignment through the City of Fresno. Site selection approval was granted by the State Public Works Board on January 14, 2013, enabling the acquisition of properties for the right-of-way to begin.

The purpose of this Agreement is to provide resources necessary to the City of Fresno (CITY) and their constituencies through the acquisition/relocation processes enabling the CITY to adequately staff the required permitting process for the development of the right of way for the High-Speed Rail, provide assistance to the AUTHORITY in advising displaced persons and businesses and assist with relocation efforts.

1. The AUTHORITY and the CITY, pursuant to Public Utilities Code section 185036 and CHSRA Board Resolution #HSR12-05, have authorized this Agreement affecting permitting and relocation efforts within the jurisdiction of the City of Fresno.
2. The CITY's governing body, under the authority of local ordinances, if applicable, is authorized to provide services pursuant to the City of Fresno's resolution, which is attached and incorporated into this Agreement as Exhibit F.
3. All services performed by the CITY pursuant to this agreement are intended to be performed in accordance with all applicable Federal, State, and the City of Fresno laws, ordinances, regulations and AUTHORITY published manuals, policies and procedures.

4. The project representatives during the term of this Agreement may be changed by advance written notice. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

California High-Speed Rail Authority	City of Fresno, Dev. & Resource Mgt. Dept.
Contract Manager: Stephanie Rendon-Fuentes	Project Manager: Mike Sanchez
Address: 2550 Mariposa Mall, Suite 315	Address: 2600 Fresno Street, 3rd Floor
Fresno, CA 93721	Fresno, CA 93721-3623
Phone: (559) 445-5129	Phone: (559) 621-8040
Fax:	Fax: (559) 488-1026
e-mail: stephanierendonfuentes@hsr.ca.gov	e-mail: mike.sanchez@fresno.gov

B. TASKS AND RESPONSIBILITIES

1. City Tasks and Responsibilities

- a) The CITY shall provide entitlement/special permit processing and relocation assistance by supplementing its existing staff and/or redirecting existing staff or adjusting priorities for review so that qualified personnel assist in a timely manner for the fair and equitable treatment of persons and/or businesses displaced as a direct result of the HST to minimize the adverse impact of displacement which is essential to maintaining the economic and social well-being of communities.
- b) The CITY shall designate a primary Point of Contact (POC) for coordination with the AUTHORITY related to the management of this contract. The POC shall be responsible for providing reports and other information on CITY's activities and expenditures as specified herein. In addition, the POC will be the AUTHORITY's initial contact for resolution of issues that may arise in the course of the work.
- c) CITY staff or subcontractors funded by this contract shall be appropriately qualified and experienced. Staff shall have an in-depth knowledge of current planning procedures, permitting, engineering and business relations required for each task.
- d) The CITY shall provide entitlement/special permit processing services and assistance with relocation services within the State Right of Way in the City of Fresno, subject to the terms and conditions of this Agreement.

2. Specific services to be provided pursuant to this contract include, but are not necessarily limited to:

- a) CITY participation in AUTHORITY scoping, planning, and development meetings, field reviews when requested to identify critical issues, key decision points and potential conflicts as early as possible;
- b) Project Management, for the contract services.

- c) Provide dedicated staff and timely assistance to local businesses fully or partially displaced by the HSR alignment that may require new site plans or permitting assistance for a new location or site reconfiguration due to displacement.

3. Authority Tasks and Responsibilities

- a) The AUTHORITY will provide funding to the CITY for staff responsible for the provision of entitlement/special permit processing and relocation assistance, informal and formal consultation and coordination services related to high speed rail (HSR) projects, to promote timely resolution to potential challenges associated with the acquisition and relocation efforts.
- b) Both the AUTHORITY and CITY agree that each will cooperate with the other in all activities covered by this Agreement and any other supplemental agreements, provided that it is also understood that this agreement does not affect the exercise by either party of any obligation placed on it by law.
- c) AUTHORITY agrees to acquire all necessary right of way as may be required for construction of the High-Speed Rail alignment as designated by AUTHORITY Board Resolution #HSRA 12-20 (adopted May 3, 2012) and CITY hereby authorizes AUTHORITY to acquire in its behalf all such necessary right of way required for this project.

C. SCOPE OF WORK:

1. TASK ONE: High-Speed Rail Permitting Team

- a) High-Speed Rail Permitting Team will facilitate approval within the City of Fresno through coordinated efforts with displaced persons and businesses that need a new or modified special permit (variance, site plan review or conditional use permit) for a new location or site reconfiguration due to displacement caused by the high-speed rail project. **The City agrees it will not charge fees to the businesses for services covered by this contract.** This includes coordination within the following positions/departments:
 - i. **Development Services Division:** Services include, but are not limited to, the processing of plan amendments, annexations, re-zonings, subdivisions, conditional use permits, site plans, variances, minor deviations, environmental assessments/impact reports, and municipal code/zoning ordinance amendments; serving plan implementation/citizen advisory committees; and performing public counter customer services. The services provided under this contract by the Development Services Division will primarily be for the coordination of pre-application review of special permits and expedited review of special permits.
 - ii. **Building and Safety Division:** Services include, but are not limited to, permit processing, construction plan review, and inspection services for public and private projects. The division provides public counter services, plan review for residential and commercial projects, and field inspections for code compliance during the construction phase of a project. The services provided under this contract by the Building and Safety Division will primarily be for pre-application consultation and preliminary guidance related to building permit/building code issues.

- iii. **Land Division/Traffic/Utilities, Planning & Engineering:** Services include, but are not limited to, the performance of technical engineering activities involving the processing of entitlement applications, subdivision maps and parcel maps, street improvements, parking standards, urban growth management fees, building applications, and major City construction projects. Provides technical guidance to personnel engaged in zoning clearance projects relating to Public Works or Development engineering. The services provided by these divisions under this contract will primarily be for pre-application review of special permits and expedited review of special permits.
 - iv. **Fire Prevention:** Services include, but are not limited to, the technical evaluation of fire protection systems and equipment; evaluates the adequacy and maintenance of exits, and fire access. Provides consulting services by outlining alternative methods of compliance with pertinent policies, codes, ordinances, and laws. Consults with City Attorney's staff, property owners, contractors, architects, and engineers regarding compliance with state laws, City building and fire codes, and applicable laws and regulations. The services provided by Fire Prevention under this contract will primarily be for pre-application review of special permits and expedited review of special permits.
 - v. **Pre-Application Consultation for Conditional Use Permits/Site Plans** with City of Fresno staff to advise (fully or partially) displaced or other impacted businesses on permitting, zoning, and other city requirements.
 - vi. **Business Outreach, City Consultation with Authority Appraisal Team and Relocation Planning**
 - vii. **Special Permit (Site Plan, Conditional Use Permit, Variance, Zoning) Process Assistance** for fully or partially Displaced Businesses.
 - viii. **Assist in the Timely Approval of Special Permits and Building Permits for Fully or Partially Displaced Businesses.** Building permits to be funded under contract only if extra staff is required for timely processing. The CITY is to notify the Contract Manager in writing, when and if extra staff will be used under this Task Number.
2. **TASK TWO: Local High-Speed Rail Business Support Program:**
- a) **Purpose:** The CITY recognizes the need to coordinate services and resources for displaced businesses and is creating a team, to be called the "Local High-Speed Rail Support Team", to better assist displaced businesses throughout the initial construction segment.
 - b) **Develop and provide a Local High-Speed Rail Business Support Team** to connect with displaced persons and/or businesses directly impacted by the HST and identified within the AUTHORITY's Right of Way Acquisition Plan or construction planning documents.
 - c) **Outreach to and provide liaison services** between partially and fully displaced persons and businesses and the Authority, determined in consultation with the Authority on a schedule dictated by and designed to meet all project construction and other schedules.
 - d) **The CITY shall participate as needed and when requested by the AUTHORITY in HST project-related coordination meetings and conference calls, including participation in site visits.**
 - e) **The CITY shall identify special requirements, concerns and/or potential conflicts with proposed relocation efforts as early as possible.**

- f) The CITY shall respond to requests from AUTHORITY for information at each meeting; and respond to questions verbally, via email, or written, as requested by the AUTHORITY within agreed upon timeframes.
 - g) Perform all work in the order or priority requested by the AUTHORITY in consultation with the CITY, if needed.
 - h) Coordinate Site Searches and Tours for Displaced Persons and Businesses in conjunction with the AUTHORITY, if needed.
 - i) Serve as a liaison with the County of Fresno and work jointly on the Local High-Speed Rail Business Support Team.
 - j) Provide monthly meetings between displaced businesses, the Local Resource Referral Team and AUTHORITY representatives, when requested by AUTHORITY staff and in conjunction with AUTHORITY staff or representatives.
3. TASK THREE: Performance Measures and Contract Management
- a) **Kick-Off Meeting:** The CITY shall participate in a kick-off meeting between the CITY and the AUTHORITY, and regular meetings thereafter. The CITY's Project Manager, AUTHORITY's Contract Manager, and/or Accounting Officer shall attend this meeting. The administrative and technical aspects of this contract will be discussed. Prior to the kick-off meeting, the Authority Contract Manager (ACM) will provide an agenda to all potential meeting participants. The ACM shall designate the date and location of this meeting.
 - i. The administrative portion of the meeting shall include, but not be limited to, the following: terms and conditions of this Agreement; and Invoicing.
 - ii. The technical portion of the meeting shall include, but not be limited to, the following: the ACM's expectations for accomplishing tasks described in the Scope of Work; an updated Schedule of Deliverables; Processes for submitting, reviewing and approving Progress Reports, Task Deliverables and Final Report.
 - iii. The CITY shall prepare for this meeting a description and timelines of current permitting processes and turnaround times and the planned process for HST displaced businesses.
 - b) **Coordination Meeting:** The CITY shall participate in a coordination meeting between the CITY, the AUTHORITY and the successful bidder(s) for the Right of Way (ROW) Request for Proposals (RFP) to discuss coordination efforts review of the ROW Acquisition Plan, and possible prioritization of permitting.
 - c) **Communication Protocol:** The CITY shall act in accordance with a Communication Protocol to be developed with the Authority's Regional Director and Right of Way team the purpose of which is to streamline communication, reduce or eliminate duplicate efforts, ensure a consistent message for impacted businesses and provide a process for escalation of concerns for a business or individual impacted by the high-speed rail project.

d) Quarterly Progress Reports:

- i. **Invoice:** The CITY shall attach the quarterly progress reports with the applicable invoice that details quarterly expenditures; cumulative for both the current Federal fiscal year and for the term of the contract. The quarterly statement for this contract shall identify actual costs for salaries, travel, other direct costs and indirect costs by individual and be provided to the AUTHORITY within sixty (60) days after the end of each quarter.
- ii. **Progress Reports:** The CITY shall report on number of businesses assisted, timelines realized for issuing special permits, identify any additional assistance that was required, number of meetings held with businesses, and other markers associated with tasks listed above and shall include all relevant information from any subcontractors.
- iii. The ACM will review the CITY's performance under this contract quarterly, identifying the deliverables and ensuring satisfactory delivery; monitoring progress; reviewing invoices for contract compliance and accuracy; and identifying contract problems, if applicable, and communicating any identified issues with the CITY.

e) Administer Subcontracts:

- i. A subcontractor is defined as a firm or individual expert or consultant with expertise to supplement the CITY's expertise. The CITY shall manage and coordinate all subcontracts and is responsible for the quality of all subcontractor work and activities, and the AUTHORITY will assign all work to the CITY.
- ii. **Invoices.** The CITY shall require subcontractors to provide invoices that correctly identify expenses charged to each contract task. The CITY shall provide all subcontractor invoices for which CITY is seeking compensation, to the ACM, showing funds authorized, invoices submitted, and status.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Authority agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in budget attachments, which is attached hereto and made are part of this Agreement. For the work, as described in the Scope of Work, the City will submit an invoice and supporting documentation to the Authority.
2. Invoices shall include the following information:
 - a) Agreement Number
 - b) Date(s) of Service
 - c) Time Sheets with Actual Hours Worked by Person (Weekly or Monthly)
 - d) Actual Costs for Salaries/Benefits
 - e) Description of Services Provided **by Task Number**
 - f) Travel and other Direct or Indirect Costs (by individual)
 - g) Accompanying Receipts and Other Documentation to Support Travel/Other Direct Costs
3. Please provide three (3) copies of the Invoice for payment, and shall be submitted no more than monthly in arrears to:

California High-Speed Rail Authority
Attention: Financial Operations Section
770 L Street, Suite 800
Sacramento, CA 95814
(2 Copies)

AND

California High-Speed Rail Authority
Attention: Stephanie Rendon-Fuentes, Contract Manager
2550 Mariposa Mall, Suite 315
Fresno, CA 93721
(1 Copy)

4. **EXPEDITED PAYMENT:** The Authority, under a separate agreement with the State Controller's Office, can expedite payment. Contractor will be assessed a fee for each payment request. An explanation of fee schedules can be obtained at the Authority's Financial Operations Section listed address above.

B. BUDGET CONTINGENCY CLAUSE Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

2. 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 program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. The State has the option to void or amend this Agreement to reflect any reductions of funds.

C. PAYMENT

1. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
2. The total amount of this Agreement is \$4,577,855.00. The Contractor shall submit all payments to the addresses in Section 3.
3. The Authority shall remit the total amount due within forty-five (45) days of the date of the monthly or quarterly invoice.

D. TRAVEL AND PER DIEM

Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to state employees. Travel costs that exceed the annual budget must be pre-approved by the Authority's Contract Manager. Contractor may obtain current rates at the following web site:

<http://www.dpa.ca.gov/personnel-policies/travel/main.htm>

1. ALLOWABLE COSTS

- a) The method of payment for this Agreement will be based on actual allowable costs. AUTHORITY will reimburse the CITY for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel, not to exceed the cost reimbursement limitation set forth above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Exhibit B without prior written agreement between AUTHORITY and the CITY. Any expense to an outside vendor shall be considered a direct cost.
- b) Reimbursement of CITY expenditures will be authorized only for those allowable costs actually incurred by CITY in the performance of the agreed scope of work. CITY must not only have incurred the expenditures on or after the Effective Date of this Agreement and before the expiration date, but must have also paid for those costs to claim any reimbursement.
- c) AUTHORITY will reimburse CITY for allowable costs for services provided under this Agreement no more frequently than quarterly, in arrears, as promptly as AUTHORITY fiscal procedures permit upon receipt of itemized signed invoices.
- d) Prompt Payment Clause: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

2. COST PRINCIPLES

- a) The CITY agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments, as amended.
- b) The CITY also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c) Any costs for which payment has been made to CITY that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CITY to AUTHORITY.
- d) Any sub agreement entered into as a result of this agreement shall contain all of the provisions of this article, Cost Principles.

3. LABOR COSTS

- a) Labor Cost hourly rates include all overhead expenses. Overhead expenses include, but are not limited to clerical and administrative personnel, fringe benefits, facilities, training, photocopying, supplies, postage, overnight mail delivery fees, telephone, and all other expenses necessary for accomplishing the Scope of Work. As per the Scope of Work, all CITY's personnel assigned to this contract must work (be based), in CITY provided office space. Hourly rates for the job title shall be consistent throughout the column to which they apply. The hourly rates for each employee category must be shown in the respective column calculations on the budget. Any expense to an outside vendor shall be considered a direct cost.

NOTE: The cost information provided will not be kept confidential.

- b) The attached budget will become a part of the final contract. The entire term of the contract and projected rate increases must be considered within the budget. The rates are considered capped and shall not change during the term of the contract. The CITY shall only be reimbursed for their actual rates up to these rate caps.

4. CONTINGENT FEE

- a) The CITY warrants, 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, excepting 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 warranty, 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.

5. TRAVEL AND PER DIEM RATES

- a) The CITY shall be reimbursed for travel and per diem expenses using the same rates provided by the State of California Department of Personnel Administration for similar non-represented state employees. The city must pay for travel in excess of these rates. The CITY may obtain current rates and applicable forms at the following website:
<http://www.callhr.ca.gov/employees/pages/travel-reimbursements.aspx> .
- b) Travel requires written authorization from the ACM prior to travel departure. The Authority will reimburse travel expenses from the CITY's office location.
- c) The CITY must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return. Travel receipts, except for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Authority.

EXHIBIT B, ATTACHMENT 1
BUDGET AND COSTS

BUDGET AND COSTS												
CITY OF FRESNO - HIGH-SPEED RAIL BUSINESS RELOCATION SERVICES												
Task and Work Description		Allocation of Time (Hrs.)	Position	Hourly Rate \$/ Hour	Subtotal	Benefits Rate \$/hr	Total Benefits	Overhead Rate \$/ Hr.	Overhead	Total by Task	Total City of Fresno Costs	Total EDC Costs
A. High-Speed Rail Permitting Team												
1. Pre-Application Consultation for Special Permits		400	Assistant Director	\$59	\$23,600	\$15	\$5,900	\$85	\$33,925	\$33,925		
		150	Admin. Manager	\$50	\$7,500	\$13	\$1,875	\$24	\$3,563	\$11,938		
		250	Planning Manager	\$51	\$12,750	\$13	\$3,188	\$24	\$6,058	\$21,994		
		1000	Supervising Planner	\$37	\$37,000	\$9	\$9,250	\$18	\$17,575	\$53,825		
		2000	Planner III	\$33	\$66,000	\$8	\$16,740	\$16	\$31,006	\$115,506		
		400	Building & Safety Manager	\$49	\$19,600	\$12	\$4,853	\$14	\$5,581	\$29,966		
		200	Professional Engineer (Structural)	\$41	\$8,200	\$10	\$2,050	\$12	\$2,358	\$12,908		
		400	Architect	\$37	\$14,720	\$9	\$3,680	\$11	\$4,232	\$22,632		
		1200	Admin. Clerk III	\$18	\$19,200	\$4	\$4,800	\$3	\$3,120	\$25,120		
		200	Supr. Fire Prev. Inso.	\$27	\$5,400	\$7	\$1,350	\$13	\$2,563	\$9,313		
		1000	Traffic Engineer / PW Mgr	\$49	\$49,000	\$12	\$12,250	\$10	\$10,438	\$131,688		
		400	Supervising Eng Tech (PW)	\$44	\$17,600	\$11	\$4,400	\$6	\$2,300	\$47,300		
		1200	Senior Engineering Tech (PW)	\$33	\$39,600	\$8	\$9,900	\$4	\$5,025	\$106,425		
		240	Supervising Eng Tech (DPJ)	\$44	\$10,560	\$11	\$2,640	\$6	\$1,180	\$28,380		
		240	Senior Engineering Tech (DPJ)	\$33	\$7,920	\$8	\$1,980	\$4	\$1,385	\$21,285		
		Sub-Total	9200		\$333,422		\$84,856		\$296,008	\$720,285	\$720,285	
2. Special Permit Process Assistance												
		400	Assistant Director	\$59	\$23,600	\$15	\$5,900	\$85	\$33,925	\$33,925		
		150	Admin. Manager	\$50	\$7,500	\$13	\$1,875	\$24	\$3,563	\$12,958		
		600	Planning Manager	\$51	\$30,600	\$13	\$10,200	\$24	\$19,380	\$70,380		
		1000	Supervising Planner	\$37	\$37,000	\$9	\$9,250	\$18	\$17,575	\$53,425		
		3700	Planner III	\$33	\$122,100	\$8	\$30,525	\$16	\$57,988	\$210,623		
		4800	Admin. Clerk III	\$18	\$76,800	\$4	\$19,200	\$3	\$35,480	\$132,480		
		800	Supr. Fire Prev. Inso.	\$27	\$21,600	\$7	\$5,400	\$13	\$10,260	\$37,260		
		1000	Traffic Engineer / PW Mgr	\$49	\$49,000	\$12	\$12,250	\$10	\$10,438	\$131,688		
		800	Supervising Eng Tech (PW)	\$44	\$35,200	\$11	\$8,800	\$6	\$5,600	\$94,600		
		2400	Senior Engineering Tech (PW)	\$33	\$79,200	\$8	\$19,800	\$4	\$113,860	\$212,860		
		400	Supervising Eng Tech (DPJ)	\$44	\$17,600	\$11	\$4,400	\$6	\$23,500	\$47,500		
		400	Senior Engineering Tech (DPJ)	\$33	\$13,200	\$8	\$3,300	\$4	\$18,900	\$38,400		
		200	Police Officer	\$37	\$7,400	\$9	\$1,800	\$18	\$5,000	\$12,900		
		Sub-Total	16850		\$531,000		\$132,700		\$461,943	\$1,125,943	\$1,125,943	

EXHIBIT B, ATTACHMENT 1
BUDGET AND COSTS

Task and Work Description	Allocation of Time (Hrs.)	Position	Hourly Rate \$/ Hour	Subtotal	Benefits Rate \$/hr	Total Benefits	Overhead Rate \$/ Hr.	Overhead	Total by Task	Total City of Fresno Costs	Total EDC Costs
3. Assist Timely Approval of Special Permits and Permits	400	Assistant Director	\$59	\$23,600	\$15	\$5,900	\$85	\$33,925	\$63,425		
	150	Admin Manager	\$50	\$7,500	\$13	\$1,875	\$24	\$3,563	\$12,938		
	200	Planning Manager	\$51	\$10,200	\$13	\$2,550	\$24	\$4,845	\$17,595		
	500	Supervising Planner	\$37	\$18,500	\$9	\$4,025	\$18	\$8,768	\$31,913		
	1200	Planner III	\$33	\$39,500	\$8	\$12,375	\$16	\$23,313	\$65,388		
	400	Building & Safety Manager	\$49	\$19,412	\$12	\$4,853	\$14	\$5,581	\$29,846		
	400	Professional Engineer (Structural)	\$41	\$16,400	\$10	\$4,100	\$12	\$4,715	\$25,215		
	400	Architect	\$37	\$14,720	\$9	\$3,680	\$11	\$4,232	\$22,632		
	2400	Admin. Clerk III	\$16	\$38,400	\$4	\$9,600	\$8	\$18,240	\$66,240		
	800	Supr. Fire Prev. Insp.	\$27	\$21,600	\$7	\$5,400	\$13	\$10,200	\$37,200		
	2080	Traffic Engineer / PW Mgr.	\$49	\$101,320	\$12	\$25,480	\$19	\$148,510	\$275,310		
	400	Supervising Eng Tech (PW)	\$44	\$17,600	\$11	\$4,400	\$63	\$7,500	\$47,300		
	1800	Senior Engineering Tech (PW)	\$33	\$59,400	\$8	\$11,853	\$47	\$35,388	\$109,539		
	240	Supervising Eng Tech (DPU)	\$44	\$10,560	\$11	\$2,440	\$63	\$18,180	\$28,380		
	400	Senior Engineering Tech (DPU)	\$33	\$13,200	\$8	\$3,300	\$47	\$18,975	\$35,475		
	Sub-Total	12070		\$422,512		\$108,628		\$408,013	\$937,153	\$937,153	
4. Business Outreach, City Consultation with CHSRA Appraisal Team, Relocation Planning, coordination meetings, and any other communication with the CHSRA regarding permitting	400	Assistant Director	\$59	\$23,600	\$15	\$5,900	\$85	\$33,925	\$63,425		
	150	Admin Manager	\$50	\$7,500	\$13	\$1,875	\$24	\$3,563	\$12,938		
	200	Planning Manager	\$51	\$10,194	\$13	\$2,549	\$24	\$4,842	\$17,585		
	1500	Supervising Planner	\$37	\$55,500	\$9	\$13,875	\$18	\$26,363	\$95,738		
	800	Planner III	\$34	\$27,200	\$9	\$8,300	\$16	\$12,920	\$48,920		
	80	Building & Safety Manager	\$49	\$3,882	\$12	\$971	\$14	\$1,118	\$5,969		
	40	Professional Engineer (Structural)	\$41	\$1,640	\$10	\$410	\$12	\$472	\$2,522		
	60	Architect	\$37	\$2,220	\$9	\$718	\$11	\$846	\$4,528		
	1600	Admin. Clerk III	\$16	\$25,600	\$4	\$2,400	\$8	\$4,560	\$19,560		
	200	Supr. Fire Prev. Insp.	\$27	\$5,400	\$7	\$1,350	\$13	\$2,565	\$9,315		
	1000	Traffic Engineer / PW Mgr.	\$49	\$49,000	\$12	\$12,250	\$19	\$70,435	\$131,685		
	60	Supervising Eng Tech (PW)	\$44	\$3,520	\$11	\$880	\$63	\$5,060	\$9,460		
	300	Senior Engineering Tech (PW)	\$33	\$9,900	\$8	\$2,475	\$47	\$14,231	\$26,606		
	200	Supervising Eng Tech (DPU)	\$44	\$8,800	\$11	\$2,200	\$63	\$12,650	\$23,650		
	200	Senior Engineering Tech (DPU)	\$33	\$6,600	\$8	\$1,650	\$47	\$9,488	\$17,728		
	Sub-Total	5830		\$225,280		\$56,320		\$203,037	\$484,638	\$484,638	

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The terms and conditions of Form **GTC 610, General Terms and Conditions**, are herein incorporated by reference. A copy of GTC 610 can be accessed here: <http://www.dgs.ca.gov/OLS>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. AMENDMENT (CHANGE IN TERMS)

1. 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 agreement is binding on any of the parties.
2. The CITY shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided in writing by the AUTHORITY's Contract Manager.
3. There shall be no change in the CITY's Project Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the AUTHORITY's Contract Manager. If the CITY requests and obtains approval from the AUTHORITY's Contract Manager to add or substitute personnel, the CITY must provide the Personnel Request Form, a copy of the resume for the additional or substituted personnel, or for any consultants, subcontractors or other non-City employees, along with a copy of the certified payroll for that person.
4. DISPUTES The CITY shall continue with the responsibilities under this Agreement during any work dispute. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Authority's Procurement and Contract Officer.
 - a) In the event of a dispute, the CITY shall file a "Notice of Dispute" with the California High-Speed Rail Authority and the Procurement and Contract Officer within ten (10) days of discovery of the problem. Within ten (10) days, the Procurement and Contract Officer shall meet with the Project Manager for purposes of resolving the dispute. The decision of the Procurement and Contract Officer shall be final.
 - b) Neither the pendency of a dispute nor its consideration by the Procurement and Contract Officer will excuse the CITY from full and timely performance in accordance with the terms of this Agreement.
5. TERMINATION: This section regarding termination is in addition to GTC 610.
 - a) The AUTHORITY reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the CITY, or upon thirty (30) calendar days written notice to the CITY if terminated for the convenience of the AUTHORITY.
 - b) The AUTHORITY may terminate this Agreement and be relieved of any payments except as provided for under early termination 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.

EXHIBIT D
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6. CITY'S DELIVERABLES UNDER EARLY TERMINATION

- a) The CITY shall provide all project-related documents and correspondence required as part of the Scope of Work/Deliverables. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by the AUTHORITY, or documents in draft and/or incomplete form for those deliverables, which are in progress by the CITY and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

7. INVOICE SUBMITTAL UNDER EARLY TERMINATION

- a) Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than forty-five (45) days after the date the CITY is notified of acceptance of the final cost proposals by the AUTHORITY's Contract Manager.
- b) Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

8. TERMINATION ISSUES FOR SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

- a) 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 in the termination notice to the CITY.

9. COST PRINCIPLES UNDER EARLY TERMINATION

- a) Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.

10. DISPUTES UNDER EARLY TERMINATION CONDITIONS

- a) Disputes under early termination conditions shall be resolved in accordance with this Exhibit.

11. AUDIT REVIEW PROCEDURES UNDER EARLY TERMINATION

- a) Audit Review procedures shall be in accordance with Exhibit D, Audit Review Procedures, section 15 below.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

12. CITY CLAIMS AGAINST THIS AGREEMENT UNDER EARLY TERMINATION

- a) 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 in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement.

13. NON-DISCRIMINATION: This section regarding non-discrimination is in addition to GTC 610.

- 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 (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. CITYs 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 provision 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 clause.

14. RETENTION OF RECORD/AUDITS

- a) For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and 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, 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 expenditure 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, and documents of the CITY that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Any sub agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

15. AUDIT REVIEW PROCEDURES

- a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Contract Manager.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- b) Not later than 30 days after issuance of an interim or final audit report, the CITY may request a review by the Contract Manager of unresolved audit issues. The request for review will be submitted in writing to the Chief Executive Officer (CEO). The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the CEO will be scheduled if the Contract Manager concurs that further review is warranted. After the meeting, the Contract Manager will make recommendations to the CEO who will make the final decision for the AUTHORITY. The final decision will be made within three (3) months of receipt of the notification of dispute.
- c) Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse the CITY from full and timely performance, in accordance with the terms of this clause.

16. SUBCONTRACTING

- a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the CITY of its responsibilities and obligations hereunder.
- b) The CITY agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons wither directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CITY.
- c) The CITY's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the CITY. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- d) The City of Fresno has indicated it will subcontract a portion of this contract to the Economic Development Corporation serving Fresno County, for services not to exceed \$1,140,136.00

17. PURCHASE OF EQUIPMENT

- a) No equipment identified in this Agreement is approved for purchase.

18. INSPECTION OF WORK

- a) The CITY shall permit the AUTHORITY to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

19. 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, and estimates produced as part of this Agreement will automatically be vested in the AUTHORITY 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy 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 the machine readable information and 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, excepting only such use as may be authorized, in writing, by the CITY.
- d) Any sub agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

20. CONFIDENTIALITY OF DATA

- a) The parties acknowledge that this Agreement is subject to the California Public Records Act (Govt. Code section 6250 et seq.), California Government Code section 11019.9; and California Civil Code Section 1798 et seq. However, 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.

21. STATEMENT OF COMPLIANCE

- a) 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.

22. 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 the AUTHORITY'S Organizational Conflict of Interest Policy.
- b) The CITY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement. Any sub agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

- a) The CITY warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any AUTHORITY agency employee. For breach or violation of this warranty, the AUTHORITY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. PROHIBITION OF EXPENDING STATE FUNDS FOR LOBBYING

- a) The CITY certifies, to the best of his or her knowledge and belief, that:
 - i. No State 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 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 agreement, the making of any State grant, the making of any State, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State agreement, grant, loan, or cooperative agreement.
 - ii. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.
 - iii. The CITY also agrees by signing this document that it shall require that the language of this certification be included in all lower tier sub agreements, which exceed \$100,000.00, and that all such sub recipients shall certify and disclose accordingly.

EXHIBIT E

**REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)**

A. FEDERAL REQUIREMENTS

1. The Contractor understands that the Authority has received Federal funding from 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. The Contractor acknowledges that federal laws, regulations, policies and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor 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.
2. Notwithstanding anything to the contrary contained in the Contract Documents, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract Documents. The Contractor 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.

B. COMPLIANCE WITH FEDERAL REQUIREMENTS

1. The Contractor's failure to so comply shall constitute a material breach of this Contract.

C. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

1. The Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto.

D. ENVIRONMENTAL REQUIREMENTS

1. The Contractor and any Subcontractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

a) CLEAN AIR

- i. The Contractor agrees to 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 Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the Federal Railroad Administration (FRA) and the appropriate Environmental Protection Agency Regional Office.
- ii. The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

b) CLEAN WATER

- i. The Contractor agrees to 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 Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- ii. The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with federal assistance provided by FRA.

c) ENERGY CONSERVATION

- i. The Contractor agrees to 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.).

E. AGREEMENT NOT TO USE VIOLATING FACILITIES

1. The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The Contractor shall promptly notify the Authority if the Contractor any Subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Contract is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
2. The Contractor also agrees to include these requirements in each subcontract hereunder exceeding \$50,000.

F. ENVIRONMENTAL PROTECTION

1. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.

G. RECYCLED PRODUCTS

1. The Contractor agrees to comply with all the 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.

H. FLY AMERICA

1. The Contractor 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. 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, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air 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. The Contractor agrees to include the requirements of this section in all Subcontracts that may involve international air transportation.

I. RESTRICTIONS ON LOBBYING

1. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601) who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier-to-tier up to the recipient. See Form entitled "Certification Regarding Lobbying" in Section X.

J. FRAUD AND FALSE OR FRAUDULENT STATEMENTS, AND RELATED ACTS

1. The Contractor 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 Project. Upon execution of the underlying Contract, the Contractor 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate.
2. The Contractor 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 the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor 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.

K. NO OBLIGATION BY THE FEDERAL GOVERNMENT

1. The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above paragraph in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraph shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

L. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor 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.
2. To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor 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 Contractor shall obtain appropriate certifications from each such Subcontractor and provide such certifications to the Authority.
3. The Contractor 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.

M. CIVIL RIGHTS

1. The following requirements apply to the Contract

NONDISCRIMINATION

1. 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 Contractor 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 the Contract. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

EQUAL EMPLOYMENT OPPORTUNITY

1. The following equal employment opportunity requirements apply to the Contract:

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

1. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor 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 Project. The Contractor 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 Contractor agrees to comply with any implementing requirements FRA may issue.

AGE

1. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

DISABILITIES

1. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
2. The Contractor 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 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
3. The Contractor 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.

N. ACCESS TO RECORDS

1. The Contractor agrees to provide the Authority, the Secretary of the U.S. Department of Transportation, the FRA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than seven years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. § 18.39(i)(11).
4. The inclusion of these requirements is not required in Subcontracts.

O. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

1. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the federal government under any contract:
 - a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). Among other things, the Contractor agrees to obtain the express consent of the federal government before the Contractor or its employees operate a system of records on behalf of the federal government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 - b. The Contractor also agrees to include these requirements in each Subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the FRA.

P. SEISMIC SAFETY

1. The Contractor 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 Department of Transportation Seismic Safety Regulations 49 C.F.R Part 41, and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all Work performed under this Contract 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 project.

Q. DISADVANTAGED BUSINESS ENTERPRISES

1. Notwithstanding anything to the contrary in the Contract Documents, this Section Q shall apply only if and when the Project receives Federal funding.
2. The Authority encourages the Contractor to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain USDOT agencies in Title VI) in carrying out the Project.

3. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of Title VI in the award and administration of this FRA DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

R. BUY AMERICA

The Contractor shall comply with 49 U.S.C. 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 US Secretary of Transportation. For more information on FRA's Buy America requirements and processes please see FRA's Answers to Frequently Asked Questions (FAQ) available at:

<http://www.fra.dot.gov/Page/P0391>

Appropriate Buy America certifications in the following form shall be provided with the executed Contract and with each Change Order Proposal that includes steel, iron, and manufactured products. The Authority shall not approve a contract or such Change Order Proposal unless the completed Buy America certification is provided. If a Certificate of Non-Compliance is provided, the Contract or Change Order Proposal will be accepted only if the Authority determines that an exception to the Buy America requirements might apply and has requested and received a Waiver from the US Secretary of Transportation.

Certification requirement for procurement of steel, iron, or manufactured goods

1. Certificate of Compliance with 49 U.S.C. § 24405(a)

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. § 24405(a)

Date:

Signature:

Company

Name:

Title

2. Certificate of Non-Compliance with 49 U.S.C. § 24405(a)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 24405(a) but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a)(2) and has provided the Authority with a written Buy America waiver justification.

Date:

Signature:

Company

Name:

Title

3. Failure to Demonstrate Compliance

If the Contractor at any time fails to demonstrate that it is in compliance with its certification, 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 the Contract.

4. Waiver Request Justification

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, along with the required certificate, a written justification detailing the reasons it believes it meets the particular waiver exception(s). If such written justification is necessary, it shall be submitted with the Proposal as required by the Instructions for Proposers of this RFP. At minimum, the Contractor's written waiver request justification shall contain:

- a. Description of the Project;
- b. Description of the steel, iron or manufactured good not meeting the Buy America requirement;
- c. Description of the percentage of U.S. content in the steel, iron, or manufactured goods, as applicable;
- d. Description of the efforts made to secure the Buy America compliant steel, iron, or manufactured goods;
- e. 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);
- f. If a waiver is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron, or manufactured goods;
- g. Citation to the specific 49 U.S.C. § 24405(a)(2) waiver category(ies) under which the waiver is sought;
- h. Justification supporting the application of the waiver category(ies) cited; and
- i. Contact information for the responsible party.

1) **INVESTIGATION**

If the evidence indicates noncompliance with Buy America requirements, the Authority will or FRA may on its own initiate an investigation. The Contractor shall have the burden of proof to establish compliance with its certification. If the Contractor fails to so demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Contract terms. Failure to comply with the provisions of this "BUY AMERICA" clause shall constitute a material breach of the Contract and may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

S. CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

1. The Contractor 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 the underlying Contract 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 the first bullet of this clause above. This bill-of-lading shall be furnished to the Authority (through the Contractor in the case of a Subcontractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, marked with appropriate identification of the Project.
 - c. To include these requirements in all Subcontracts issued pursuant to this Contract when the Subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

T. GENERAL FEDERAL LABOR REQUIREMENTS

This Project is also subject to U.S. Department of Labor, Contract Compliance Provisions as set forth in 41 C.F.R. Part 60 and Exec. Order No. 11246, unless otherwise noted. The Contractor shall comply with the Contract Compliance provisions set forth in the Technical Assistance Guide for Federal Construction Contractors and for a Mega Project.

U. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

1. MINIMUM WAGES

- a. The Contractor must pay prevailing wages on the Project, as required by 49 U.S.C. § 24405(c)(2) and section 1606 of the American Recovery and Reinvestment Act of 2009 ("ARRA"). All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the U.S. Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor provided in Attachment G of the Signature Document, regardless of any contractual relationship which may be alleged to exist between the Contractor or Subcontractor and such laborers and mechanics. Notwithstanding the foregoing, for Project components that use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 49 U.S.C. § 24405(c)(2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreement negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

- b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site in a prominent and accessible place where it can be easily seen by the workers.
 - c. The Authority shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Authority shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - d. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the Work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - e. The classification is utilized in the area by the construction industry; and
 - f. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - g. With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the Work is performed.
2. **IF THE CONTRACTOR AND THE LABORERS AND MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION (IF KNOWN), OR THEIR REPRESENTATIVES, AND THE AUTHORITY AGREE ON THE CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS WHERE APPROPRIATE), A REPORT OF THE ACTION TAKEN SHALL BE SENT BY THE AUTHORITY TO THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, EMPLOYMENT STANDARDS ADMINISTRATION, U.S. DEPARTMENT OF LABOR, WASHINGTON, DC 20210. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL APPROVE, MODIFY, OR DISAPPROVE EVERY ADDITIONAL CLASSIFICATION ACTION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE AUTHORITY OR WILL NOTIFY THE AUTHORITY WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.**
3. **IN THE EVENT THE CONTRACTOR, THE LABORERS OR MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION, OR THEIR REPRESENTATIVES, AND THE AUTHORITY DO NOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS, WHERE APPROPRIATE), THE AUTHORITY SHALL REFER THE QUESTIONS, INCLUDING THE VIEWS OF ALL INTERESTED PARTIES AND THE RECOMMENDATION OF THE AUTHORITY, TO THE ADMINISTRATOR FOR DETERMINATION. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL ISSUE A DETERMINATION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE AUTHORITY OR WILL NOTIFY THE AUTHORITY WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.**

4. **THE WAGE RATE (INCLUDING FRINGE BENEFITS WHERE APPROPRIATE) DETERMINED PURSUANT TO PARAGRAPHS (II)(B) OR (II)(C) OF THIS SECTION, SHALL BE PAID TO ALL WORKERS PERFORMING WORK IN THE CLASSIFICATION UNDER THIS CONTRACT FROM THE FIRST DAY ON WHICH WORK IS PERFORMED IN THE CLASSIFICATION.**
5. **WHENEVER THE MINIMUM WAGE RATE PRESCRIBED IN THE CONTRACT FOR A CLASS OF LABORERS OR MECHANICS INCLUDES A FRINGE BENEFIT WHICH IS NOT EXPRESSED AS AN HOURLY RATE, THE CONTRACTOR SHALL EITHER PAY THE BENEFIT AS STATED IN THE WAGE DETERMINATION OR SHALL PAY ANOTHER BONA FIDE FRINGE BENEFIT OR AN HOURLY CASH EQUIVALENT THEREOF.**
6. **IF THE CONTRACTOR DOES NOT MAKE PAYMENTS TO A TRUSTEE OR OTHER THIRD PERSON, THE CONTRACTOR MAY CONSIDER AS PART OF THE WAGES OF ANY LABORER OR MECHANIC THE AMOUNT OF ANY COSTS REASONABLY ANTICIPATED IN PROVIDING BONA FIDE FRINGE BENEFITS UNDER A PLAN OR PROGRAM, PROVIDED, THAT THE SECRETARY OF LABOR HAS FOUND, UPON THE WRITTEN REQUEST OF THE CONTRACTOR, THAT THE APPLICABLE STANDARDS OF THE DAVIS-BACON ACT HAVE BEEN MET. THE SECRETARY OF LABOR MAY REQUIRE THE CONTRACTOR TO SET ASIDE IN A SEPARATE ACCOUNT ASSETS FOR THE MEETING OF OBLIGATIONS UNDER THE PLAN OR PROGRAM.**
7. **THE AUTHORITY SHALL REQUIRE THAT ANY CLASS OF LABORERS OR MECHANICS WHICH IS NOT LISTED IN THE WAGE DETERMINATION AND WHICH IS TO BE EMPLOYED UNDER THE CONTRACT SHALL BE CLASSIFIED IN CONFORMANCE WITH THE WAGE DETERMINATION. THE AUTHORITY SHALL APPROVE AN ADDITIONAL CLASSIFICATION AND WAGE RATE AND FRINGE BENEFITS THEREFOR ONLY WHEN THE FOLLOWING CRITERIA HAVE BEEN MET:**
 - a. **The work to be performed by the classification requested is not performed by a classification in the wage determination; and**
 - b. **The classification is utilized in the area by the construction industry; and**
 - c. **The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.**
8. **IF THE CONTRACTOR AND THE LABORERS AND MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION (IF KNOWN), OR THEIR REPRESENTATIVES, AND THE AUTHORITY AGREE ON THE CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS WHERE APPROPRIATE), A REPORT OF THE ACTION TAKEN SHALL BE SENT BY THE AUTHORITY TO THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, EMPLOYMENT STANDARDS ADMINISTRATION, WASHINGTON, DC 20210. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL APPROVE, MODIFY, OR DISAPPROVE EVERY ADDITIONAL CLASSIFICATION ACTION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE AUTHORITY OR WILL NOTIFY THE AUTHORITY WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.**
9. **IN THE EVENT THE CONTRACTOR, THE LABORERS OR MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION, OR THEIR REPRESENTATIVES, AND THE AUTHORITY DO NOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS, WHERE APPROPRIATE), THE AUTHORITY SHALL REFER THE QUESTIONS, INCLUDING THE VIEWS OF ALL INTERESTED PARTIES AND THE RECOMMENDATION OF THE AUTHORITY, TO THE ADMINISTRATOR FOR DETERMINATION. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL ISSUE A DETERMINATION WITH 30 DAYS OF RECEIPT AND SO ADVISE THE AUTHORITY OR WILL NOTIFY THE AUTHORITY WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.**

10. **THE WAGE RATE (INCLUDING FRINGE BENEFITS WHERE APPROPRIATE) DETERMINED PURSUANT TO PARAGRAPHS (V)(B) OR (V)(C) OF THIS SECTION, SHALL BE PAID TO ALL WORKERS PERFORMING WORK IN THE CLASSIFICATION UNDER THIS CONTRACT FROM THE FIRST DAY ON WHICH WORK IS PERFORMED IN THE CLASSIFICATION.**

11. **WITHHOLDING**

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

12. **PAYROLLS AND BASIC RECORDS**

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of six years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor or Subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the Authority for transmission to the Federal Railroad Administration (FRA). The Contractor is also responsible for the submission of copies of payrolls by all Subcontractors.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402.

- c. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract

- d. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (ii)(B) of this section.
- e. The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- f. The Contractor or Subcontractor shall make the records required under paragraph (i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Railroad Administration (FRA), the Department of Labor (DOL), and the Authority, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

V. APPRENTICES AND TRAINEES

1. Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees

Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity

The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

4. Compliance with Copeland Act requirements

The Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this Contract.

5. Economy and Efficiency in Government Procurement Through Compliance with Certain Immigration and Nationality Act Provisions and Use of an Electronic Employment Eligibility Verification System

The Contractor and Subcontractors shall comply with the requirements of Executive Order No. 12989, as amended, which are incorporated by reference in this Contract, to use an electronic employment verification system as designated by the Secretary of Homeland Security. This system has been designated to be the United States Citizenship and Immigration Service (USCIS) E-Verify System. The Contractor and its Subcontractors are further required to comply with the Federal Acquisition Regulations, as amended, which require compliance with the E-Verify System and its requirements.

6. Subcontracts

The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as the Federal Railroad Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower-tier Subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower-tier Subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

8. Compliance with Davis-Bacon and Related Acts

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are hereby incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general "Error! Reference source not found." clause of this Contract (Section Error! Reference source not found.). Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Authority, the U.S. Department of Labor, or their employees or their representatives.

10. Certification of Eligibility

By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor, is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

No part of this Contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

W. Contract Work Hours and Safety Standards

1. OVERTIME REQUIREMENTS

Neither the Contractor nor any Subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. VIOLATION, LIABILITY FOR UNPAID WAGES, LIQUIDATED DAMAGES

In the event of any violation of the clause set forth in Section 1, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 1, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in Section 1.

3. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 2.

4. FINAL LABOR SUMMARY

The Contractor and each Subcontractor shall furnish to the recipient, upon the completion of the Work, a summary of all employment, indicating for the completed Project, the total hours worked and the total amount earned.

5. FINAL CERTIFICATION

Upon completion of the Work, the Contractor shall submit to the Authority with the voucher for final payment for any work performed, a certificate concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

THE UNDERSIGNED CONTRACTOR ON CONTRACT:

_____ hereby certifies that all laborers, mechanics,

_____ apprentices, and trainees employed by him or by a Subcontractor performing Work on the Project have been paid wages at rates not less than those required by the Contract Documents, and that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract Documents or training program provisions applicable to the wage rate paid.

SIGNATURE:

PRINTED NAME: _____

TITLE: _____

DATE: _____

6. NOTICE TO THE RECIPIENT OF LABOR DISPUTES

Whenever the Contractor has acknowledged that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Authority.

7. SAFETY

Pursuant to Section 107 of the Contract Work Hours and Safety Standards Act and Department of Labor Regulations at 29 CFR Part 1926, no laborer or mechanic working on this Contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health and safety as determined under applicable health standards promulgated by the Secretary of Labor.

8. INSERTION IN SUBCONTRACTS

The Contractor and each Subcontractor shall insert in any Subcontracts the clauses set forth in Sections 1 through 7 of this “Contract Work Hours and Safety Standards” clause (Section W), and also a clause requiring the Subcontractors to include these clauses in any lower-tier Subcontracts. The Contractor shall be responsible for compliance by any Subcontractor (including any lower-tier Subcontractor) with the clauses set forth in Sections 1 through 7.

9. SITE VISITS

The Contractor agrees 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 Contractor or any of its subcontractors under this Contract, the Contractor 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 Contractor or subcontractor.

10. REPRINTS OF PUBLICATIONS

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

X. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

1. No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 31 U.S.C. § 1352. 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.

Executed this _____ day of _____, 20_____.

Company Name: _____

By: _____

(Signature of Company Official)

(Title of Company Official)

Note:

If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.

Y. Equal Employment Opportunity Certification

[To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors]

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

[check one of the following boxes]

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Contractor, relationship to the Contractor: _____

Z. SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Contractor shall comply with the Authority's Small and Disadvantaged Business Enterprise Program which establishes an overall 30 percent goal for small business utilization in the Authority's contracting and procurement program. The Contractor shall also comply with 41 C.F.R. Part 60, Best Practices of 49 CFR Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

For more detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies and other performance related factors, refer to the Authority's Small and Disadvantaged Business Enterprise Program, located in Book 3, Part A.

AA. SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

BB. ARRA-Funded Project

Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

CC. Enforceability

The Contractor agrees that if the Contractor 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 following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

DD. Prohibition on Use of ARRA Funds

The Contractor agrees in accordance with ARRA, Provision 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

EE. Wage Rate Requirements

1. The Contractor assures that it and its sub-recipients shall fully comply with ARRA, Provision 1606, and 49 U.S.C. § 24405(c)(2), and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by, or assisted in whole or in part by, and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of 40 U.S.C. Chapter 31 (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code. For Project components that use or would use rights-of-way owned by a railroad, the Grantee shall comply with the provisions of 49 U.S.C. § 24405(c)(2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Grantee will comply with the provisions of 40 U.S.C. § 3141 et seq.

FF. Inspection of Records

In accordance with ARRA Sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State, the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to perform the following:

Examine any records that directly pertain to, and involve transactions relating to, this contract; and

Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

The Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA-funded work.

GG. Whistleblower Protection

The Contractor agrees that both it and 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 any of the following:

1. Gross mismanagement of a contract relating to ARRA funds
2. A gross waste of ARRA funds
3. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds
4. An abuse of authority related to implementation or use of ARRA funds
5. 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

The Contractor 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.

HH. False Claims Act

The Contractor 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.

II. Recovery Act Funding Announcement

The Contractor shall 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 at this web site:

<http://www.fhwa.dot.gov/economicrecovery/arrasignguidance.htm>

JJ. Reporting Requirements

Pursuant to Section 1512(c) of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, the Contractor agrees to provide the awarding state agency with the following information on a quarterly basis:

The total amount of ARRA funds received by the Contractor during the Reporting Period

The amount of ARRA funds that were expended or obligated during the Reporting Period

A detailed list of all projects or activities for which ARRA funds were expended or obligated, including the following:

1. The name of the project or activity
2. A description of the project or activity
3. An evaluation of the completion status of the project or activity
4. An estimate of the number of jobs that were either created or retained or both by the project or activity
5. For any contracts equal to or greater than \$25,000, the following information must be included:
6. The name of the entity receiving the contract
7. The amount of the contract
8. The transaction type
9. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number
10. The Program source
11. An award title descriptive of the purpose of each funding action
12. The location of the entity receiving the contract
13. The primary location of the contract, including the city, state, congressional district, and country
14. The DUNS number, or name and zip code for the entity headquarters

KK. A unique identifier of the entity receiving the contract and the parent entity of the Contractor, should the entity be owned by another

The names and total compensation of the five most highly compensated officers of the company if it received either of the following:

1. Eighty percent (80 %) or more of its annual gross revenues in Federal awards, or

2. Twenty-five million (\$25,000,000.00) or more in annual gross revenue from Federal awards
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. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Contractor that the information contained in the report is accurate

Any other information reasonably requested by the State or required by State or federal law or regulation.

Standard data elements and federal instructions 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.federalreporting.gov. The additional requirements will be added to this contract(s).

EXHIBIT F
CITY OF FRESNO RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 15TH AMENDMENT TO THE ANNUAL APPROPRIATION
RESOLUTION NO. 2012-125 APPROPRIATING \$4,599,600 IN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY FUNDS FOR THE LOCAL
HIGH-SPEED RAIL BUSINESS SUPPORT SERVICE PROGRAM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2012-125 be and is hereby amended
as follows:

	<u>Increase/(Decrease)</u>
TO: DEVELOPMENT AND RESOURCE MANAGEMENT	
DEPARTMENT	
High Speed Rail Projects	\$ 4,599,600

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

High Speed Rail Projects

Revenues:

Account: 33528 State Contracted Services	\$ 4,599,600
Fund: 26001	
Org Unit: 409901	

Total Revenues	<u>\$4,599,600</u>
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Appropriations:

Account: 51101 Permanent Salaries	\$ 1,518,100
51102 Permanent Fringe	379,100
53302 Prof Svcs/Consulting - Outside	1,133,100
53303 Public Relations & Information	110,000
55501 Printing & Binding -- O/S Vendor	40,000
55803 Travel & Conference	10,000
59102 City Attorney Charges	40,000
59117 Overhead	<u>1,369,300</u>

Fund: 26001
Org Unit: 409901
Project ID: LM00004

Total Appropriations	<u>\$4,599,600</u>
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EXHIBIT F
CITY OF FRESNO RESOLUTION

THAT the purpose is to appropriate \$4,599,600 in California High-Speed Rail Authority Funds to support a Local High-Speed Rail Business Support Services Program.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2012

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2012
Mayor Approval/No Return: _____, 2012
Mayor Veto: _____, 2012
Council Override Veto: _____, 2012

YVONNE SPENCE, CMC
City Clerk

EXHIBIT F
CITY OF FRESNO RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
FRESNO MAKING THE FIRST AMENDMENT TO
RESOLUTION NO. 2012-126 ENTITLED "A RESOLUTION OF
THE COUNCIL OF THE CITY OF FRESNO ESTABLISHING
THE NUMBER OF POSITIONS AUTHORIZED IN THE
VARIOUS DEPARTMENTS AND OFFICES OF THE CITY
FOR FY 2013"

RESOLVED, by the Council of the City of Fresno, as follows:

SECTION 1.

Part V, Section 13.1 of Resolution 2012-126 is hereby amended to read:

Development and Resource Management Department

Section 13.1 Administration Division; Planning Division; Building & Safety Services
Division

	FROM	TO
Full Year	58	58
Oct-June	0	1
Dec-June	0	2
Jan-June	<u>1</u>	<u>1</u>
	59	62

SECTION 2.

Part V, Section 22.1 of Resolution 2012-126 is hereby amended to read:

Public Works Department

Section 22.1 Administration Division; Engineering Services Division; Capital
Management Division; Street Maintenance Division; Traffic Signals and
Streetlights Division

	FROM	TO
Full Year	252	252
Oct-June	<u>4</u>	<u>6</u>
	256	258

EXHIBIT F
CITY OF FRESNO RESOLUTION

Resolution No. 2012-126
1st Amendment to PAR
Page 2

SECTION 3.

Upon final legislative approval, this resolution shall become effective retroactively on
October 1, 2012.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, CMC, City Clerk of the City of Fresno, certify that the foregoing
Resolution was adopted by the Council of the City of Fresno, at a regular meeting held on
the ____ day of _____, 2012.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2012

Mayor Approval/No Return: _____, 2012

Mayor Veto: _____, 2012

Council Override Vote: _____, 2012

YVONNE SPENCE, CMC
City Clerk

BY: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____

Michael Hej
Deputy City Attorney

EXHIBIT F
CITY OF FRESNO RESOLUTION

Part V

THAT the following permanent positions are authorized in the various departments and offices, as listed by section, as follows:

Department	Months Authorized	Number of Positions Authorized	Number of Positions Authorized
COUNCIL DISTRICT 1 OFFICE			
Section 1.1 Council District 1 Office Division	Full Year	2	
COUNCIL DISTRICT 2 OFFICE			
Section 2.1 Council District 2 Office Division	Full Year	2	
COUNCIL DISTRICT 3 OFFICE			
Section 3.1 Council District 3 Office Division	Full Year	2	
COUNCIL DISTRICT 4 OFFICE			
Section 4.1 Council District 4 Office Division	Full Year	2	
COUNCIL DISTRICT 5 OFFICE			
Section 5.1 Council District 5 Office Division	Full Year	2	
COUNCIL DISTRICT 6 OFFICE			
Section 6.1 Council District 6 Office Division	Full Year	2	
COUNCIL DISTRICT 7 OFFICE			
Section 7.1 Council District 7 Office Division	Full Year	2	
CITY COUNCIL OPERATING			
Section 8.1 Council City Support Division	Full Year	2	
MAYOR AND CITY MANAGER'S OFFICE			
Section 9.1 Office of the Mayor Division; City Manager Division; Office of Independent Review	Full Year	12	
9.2 Call Center Division	Full Year	4	
AIRPORTS DEPARTMENT			
Section 10.1 FYI Division; Airports Projects Administration Division; Transportation Capital Division	Full Year	72	
	Jan-June	<u>1</u>	
		73	
10.2 Chandler Downtown Airport Division	Full Year	4	
CITY ATTORNEY'S OFFICE			
Section 11.1 City Attorney's Office Division	Full Year	33	
CITY CLERK'S OFFICE			
Section 12.1 City Clerk's Office Division	Full Year	5	
DEVELOPMENT AND RESOURCE MANAGEMENT DEPARTMENT			
Section 13.1 Administration Division; Planning Division; Building & Safety Services Division	Full Year	58	58
	Dec-June	0	2
	Jan-June	<u>1</u>	<u>1</u>
		59	62
13.2 Parking Services	Full Year	23	
13.3 Community Revitalization Division	Full Year	48	
13.4 Sustainable Fresno Division	Full Year	9	
13.5 Economic Development	Full Year	8	
13.6 Housing and Community Development Division	Full Year	12	

EXHIBIT F
CITY OF FRESNO RESOLUTION

Part V

THAT the following permanent positions are authorized in the various departments and offices, as listed by section, as follows:

Department		Months Authorized	Number of Positions Authorized	Number of Positions Authorized
PUBLIC WORKS DEPARTMENT				
Section 22.1	Administration Division; Engineering Services Division; Capital Management Division; Street Maintenance Division; Traffic Signals and Streetlights Division	Full Year	252	252
		Oct-June	4	6
			256	258
22.2	Facilities Management Division; Facilities Special Projects Division	Full Year	12	
		Oct-June	1	
			13	
TRANSPORTATION DEPARTMENT				
Section 23.1	FAX Operating Division; Transportation Maintenance Division; Transportation Administration Division; Transportation Planning Division; Support Services Division	Full Year	338	
23.2	Fleet Management Division; Fleet Equip Acq Division	Full Year	69	

Part VI

THAT the following permanent part-time and permanent intermittent positions and their full-time equivalencies are authorized in the various departments and offices, as listed by section, as follows:

Department		Months Authorized	Number of Positions Authorized	Full-Time Equivalent
MAYOR AND CITY MANAGER'S OFFICE				
Section 9.2	Call Center Division	Full Year	1	0.80
AIRPORTS DEPARTMENT				
Section 10.1	Security & Safety	Full Year	2	0.80
DEVELOPMENT AND RESOURCE MANAGEMENT DEPARTMENT				
Section 13.2	Parking Services	Full Year	6	4.80

10/01/2012 First PAR Amendment
Supersedes Original



RESOLUTION NO. 2012-165

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 15TH AMENDMENT TO THE ANNUAL APPROPRIATION
RESOLUTION NO. 2012-125 APPROPRIATING \$4,599,600 IN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY FUNDS FOR THE LOCAL
HIGH-SPEED RAIL BUSINESS SUPPORT SERVICE PROGRAM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2012-125 be and is hereby amended
as follows:

	<u>Increase/(Decrease)</u>
TO: DEVELOPMENT AND RESOURCE MANAGEMENT DEPARTMENT	
High Speed Rail Projects	\$ 4,599,600

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

High Speed Rail Projects

Revenues:

Account: 33528 State Contracted Services	<u>\$ 4,599,600</u>
Fund: 26001	
Org Unit: 409901	

Total Revenues	<u>\$4,599,600</u>
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Appropriations:

Account: 51101 Permanent Salaries	\$ 1,518,100
51102 Permanent Fringe	379,100
53302 Prof Svcs/Consulting - Outside	1,133,100
53303 Public Relations & Information	110,000
55501 Printing & Binding -- O/S Vendor	40,000
55803 Travel & Conference	10,000
59102 City Attorney Charges	40,000
59117 Overhead	<u>1,369,300</u>

Fund: 26001
Org Unit: 409901
Project ID: LM00004

Total Appropriations	<u>\$4,599,600</u>
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- 1 -

Approved: 9/27/12
Adopted: 10/5/12
Effective Date: 10/5/12

Resolution No. 2012-165



THAT the purpose is to appropriate \$4,599,600 in California High-Speed Rail Authority Funds to support a Local High-Speed Rail Business Support Services Program.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the 27th Day of October, 2012

AYES: Bañes, Borgeas, Brand, Quintero, Westerlund, Xiong, Olivier
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Approval: _____ October 5, 2012
Mayor Approval/No Return: _____ N/A, 2012
Mayor Veto: _____ N/A, 2012
Council Override Veto: _____ N/A, 2012


YVONNE SPENCE, CMG
City Clerk

Approved: 9/27/12
Adopted: 10/5/12
Effective Date: 10/5/12

September 28, 2012

TO: MAYOR ASHLEY SWEARENGIN

THROUGH: STACEY WOO, DEPUTY CITY CLERK

FROM: YVONNE SPENCE, CMC
City Clerk

RECEIVED
2012 OCT -5 AM 10:34
CITY CLERK, FRESNO CA

Council Adoption: 9/27/2012
Mayor Approval:
Mayor Veto:
Override Request:



SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 9/27/12, Actions pertaining to a local High-Speed Rail Business Support Services Program. **RESOLUTION** – 15th amendment to the Annual Appropriations Resolution (AAR) No. 2012-125 appropriating \$4,599,600 in California High-Speed Rail Authority funds for the local High-Speed Rail Business Support Services Program. **Item GA A-2** by the following vote:

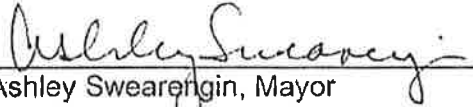
Ayes	:	Baines, Borgeas, Brand, Quintero, Westerlund, Xiong, Olivier
Noes	:	None
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before **October 8, 2012**. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED/NO RETURN: X

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Ashley Swearengin, Mayor

Date: 10/5/12

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes	:
Noes	:
Absent	:
Abstain	: