

## California High-Speed Rail



# Agreement Status

### Entity: City of Fresno

- Entity Role:** City of Fresno will review and approve Facility Plans and have a reasonable number of representatives on site of Project to verify that the Facility Work is being properly performed by Authority's Contractor and approve that work.
- Cooperative Agreement:** Cooperative Agreement technical review is 95% complete. Cooperative Agreement is expected to be executed by September 14, 2012.
- Task Orders:** Draft Task Order 1, 2, 3 and 4 have been prepared and forwarded to the City of Fresno for review. Draft Task Orders are pending City of Fresno input.

**DISCLAIMER:** Because the Master Agreement has not yet been approved by the Council of the City of Fresno, the Authority cannot represent that there will be no substantive changes to the draft Master Agreement as provided, although City of Fresno staff has reviewed the Master Agreement. The Master Agreement and draft Task Orders are being provided for informational purposes only and are subject to the express limitations set forth in the General Provisions.



## MASTER COOPERATIVE AGREEMENT

This agreement, effective on [REDACTED], is between the California High Speed Rail Authority, hereinafter referred to as AUTHORITY, and the City of Fresno, a body politic and municipal corporation of the State of California, hereinafter referred to as CITY.

### RECITALS

1. CITY owns, operates or maintains certain FACILITIES, as defined herein, in the State of California as defined in Section 700 of the Streets and Highways Code of which certain FACILITIES may be operated under regulations of the California Public Utilities Commission and are located on a public road or publicly owned railroad corridor; and
2. AUTHORITY is currently engaging in a program throughout the State of California under current provisions of Section 2704.04 of the Streets and Highways Code and Sections 185033 and 185036 of the Public Utilities Code, identified as the California High Speed Rail Projects, hereinafter referred to as the "PROJECT(s)," and from time to time this PROJECT involves construction of, reconstruction of, or other modification of an existing improvement or installation of a new improvement where CITY's FACILITIES are located; and
3. AUTHORITY and CITY desire to enter into this agreement to facilitate the construction of the infrastructure required to operate and maintain a High-Speed Rail route within the jurisdictional limits of the CITY.
4. Funding for the PROJECT(s) is available pursuant to the authorization established through Proposition 1A, approved by California voters in the general election of November 4, 2008.
5. There are no other prior project related cooperative agreements between the AUTHORITY and CITY.

### DEFINITIONS

**AUTHORITY** – The California High-Speed Rail Authority and its authorized representatives.

**AUTHORITY'S CONTRACTOR** – Proposer who is awarded the design and construction of any of the PROJECT(s).

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

**BETTERMENT** – The difference in cost between the intended relocation of CITY's FACILITY as proposed and submitted by CITY and the cost of any upgrades to the FACILITY not attributable to the AUTHORITY's PROJECT(s) and made solely for the benefit, and at the election of the CITY. As employed herein, BETTERMENT does not include those differences in cost caused by

**Comment [v1]:** Cross reference credit scenario referenced by Efren with Task Order Form.

changes in manufacturing standards, availability of materials, regulatory requirements or any upgrades required by the OWNER's standard specifications, standards of practice and construction method applied to comparable FACILITIES constructed by or for the CITY at its own expense, that are in effect as of the date of execution of the specific TASK ORDER for that FACILITY WORK.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CITY** – The City of Fresno.

**COMPLETION OF WORK** – All parties to this agreement have met all scope, cost, and schedule commitments included in this agreement.

**FACILITY** – Any pole, poleline, pipe, pipeline, conduit, cable, aqueduct, or other structure used for public or privately owned utility services, or used by any mutual organization supplying water or telephone service to its members, or any publicly owned and operated road, street, bridge, or grade separation.

**HAZARDOUS MATERIAL** – Any hazardous substance, hazardous material, or hazardous waste as defined under local, state or federal law.

**HM MANAGEMENT ACTIVITIES** – Management activities related to hazardous material including, without limitation, any necessary manifest requirements and disposal facility requirements.

**OBLIGATIONS** – All responsibilities included in this agreement

**PARTNER** - Any agency signatory to this agreement. It is not used in the traditional sense in which one partner's individual actions legally bind the other parties.

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

**FACILITY WORK COST** – A cost associated with fulfilling all scope and cost commitments included in this agreement.

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

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of this PROJECT.

**RELOCATION** – Removal, protection or any other rearrangement or modification, including reconstruction, of CITY's FACILITY as ordered and approved by AUTHORITY to accommodate PROJECT. Relocation shall include, but not be limited to, the preparation and submission by AUTHORITY'S CONTRACTOR of plans or drawings sufficiently engineered to allow for the construction of the ordered relocation, and a detailed estimate of the actual and necessary cost of the ordered relocation for approval by the AUTHORITY.

**R/W** – Right of way

**SCOPE SUMMARY** – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Work plan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

**TASK ORDER** – A work order or agreement executed by AUTHORITY, AUTHORITY's CONTRACTOR, and CITY detailing FACILITY WORK specific to a particular FACILITY's relocation or replacement.

**UNFORESEEN WORK** – Any new and extra work found essential to the satisfactory completion of the PROJECT(s) and not covered by any of the various TASK ORDERS for which there is a bid price or by combination of such items.

**WASTED WORK** – Design or construction work performed upon written direction from AUTHORITY, for RELOCATION rendered useless or unnecessary as a result of AUTHORITY's cancellation and/or changes in the scope of work as agreed to by PARTNERS. This term includes any other design or construction work that is needed to accomplish the scope of work of the PROJECT and is subsequently rendered unnecessary at some later date.

**FACILITY WORK** – Those activities related to the relocation of a FACILITY or construction of a new FACILITY (or any combination thereof).

**WORK** - WORK to be completed under this Agreement involves the RELOCATION or replacement of existing FACILITIES (or any combination thereof) that will remain the property of CITY. WORK includes the design, engineering, planning and permitting related to the RELOCATION, as well as any necessary certification or coordination with regulatory agencies and any other miscellaneous work related to the RELOCATION of an existing FACILITY or construction of a new FACILITY (or any combination thereof). WORK specific to a particular FACILITY's RELOCATION or replacement shall be detailed in a subsequently executed TASK ORDER.

## **WORK TO BE DONE**

### **2. TASK ORDER**

WORK specific to a particular FACILITY's RELOCATION or replacement shall be detailed in a TASK ORDER executed by AUTHORITY, AUTHORITY's CONTRACTOR, and CITY. The TASK ORDER will set forth among other things, the arrangements between the parties regarding scope of work, schedule, cost, cost apportionment, billing, payment, documentation, document retention, accounting and coordination as it relates to the WORK for a specific FACILITY. Format of TASK ORDER and its content shall be mutually agreed upon by AUTHORITY, AUTHORITY's CONTRACTOR and CITY.

**3. BETTERMENT**

Any work considered BETTERMENT, as defined herein, made at CITY's request shall be agreed upon in advance by the PARTNERS and detailed in a TASK ORDER, along with costs and allocation of responsibility for such costs.

**4. UNFORESEEN WORK**

If any UNFORESEEN WORK arises during the performance of the FACILITY WORK, it shall be performed under the TASK ORDER that is applicable to the FACILITY WORK under which it arose in connection with. If the UNFORESEEN WORK does not arise in connection with any FACILITY WORK, it shall be treated as a separate phase or segment of the PROJECT(s) under this Agreement. AUTHORITY reserves the right to make the final determination as to whether any UNFORESEEN WORK must be performed and CITY shall be obligated to comply with AUTHORITY's determination but incur no cost.

**LIABILITY FOR WORK**

**5. GENERAL**

Liability for the cost of WORK shall be determined by statute, superior rights, prescriptive rights by permit, collectively referred to as ("PRIOR RIGHTS").

- The burden of establishing PRIOR RIGHTS rests with the CITY. CITY is responsible to prepare, document, and submit a claim for its declared right of occupancy in the defined property area where CITY's FACILITY is located.

**6. AUTHORITY'S EXPENSE**

Unless CITY agrees otherwise herein, where it is determined by PRIOR RIGHTS that the cost of such WORK shall be borne by AUTHORITY:

95. AUTHORITY will fund all costs incurred in identifying, locating, and protecting any conflicting utility facilities. The AUTHORITY will fund all cost related to relocating said facilities.

AUTHORITY'S CONTRACTOR shall reimburse the CITY for all costs for review of plans related to WORK on facilities owned by the CITY.

**7. CITY'S EXPENSE**

WORK will be performed at CITY's expense where in the following circumstances where:

- WORK is mutually determined herein to be a BETTERMENT requested by CITY and as further defined herein;
- CITY agrees herein.

**8. SHARED EXPENSE**

WORK will be performed at the shared expense of AUTHORITY and CITY in circumstances where the PARTNERS agree in advance to do so. The proportion of FACILITY WORK expense to be borne by each PARTNER shall be detailed in the TASK ORDER for that WORK.

## **9. LIABILITY IN DISPUTE**

In signing this Agreement, neither AUTHORITY nor CITY shall diminish their respective positions nor waive any of their respective rights nor does either PARTNER accept liability for any disputed work. AUTHORITY and CITY reserve the right to have liability resolved by future negotiations or by an action in a court of competent jurisdiction.

## **10. CLAIMS BY AUTHORITY'S CONTRACTOR**

In the event AUTHORITY's CONTRACTOR makes any claim against AUTHORITY relating to the WORK, AUTHORITY will notify CITY of the claim and CITY will cooperate with AUTHORITY in assessing and resolving the claim within a reasonable time.

32. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER shall prejudice the rights of another PARTNER until after PARTNERS confer on claim.

109. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the AUTHORITY Director will make an initial decision, and shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the CITY. The decision of the AUTHORITY shall be final and conclusive unless, on or before the 90th day from receipt of such copy, the CITY mails or otherwise furnishes a written appeal addressed to the AUTHORITY. The decision of the AUTHORITY or its duly authorized representative on such appeal shall be final and conclusive as to the questions of fact unless determined by the Disputes Resolution Board or a subsequent arbitration panel of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence. The decision of the AUTHORITY or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than one year from the date of the CITY's receipt of such decision. In connection with any appeal of the AUTHORITY's decision, the CITY shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. and the CITY's designated agent will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

## **11. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact or law arising under or related to this Agreement which is not disposed of by agreement at the PARTIES' designee level shall be initially decided by the AUTHORITY, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the OWNER. The decision of the AUTHORITY shall be final and conclusive unless, on or before the 90th day from the date of receipt of such copy, the CITY mails or otherwise furnishes a written appeal addressed to the AUTHORITY. The decision of the AUTHORITY or its duly authorized representative on such appeal shall be final and conclusive as to questions of fact unless it is subsequently determined to have been fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad

faith, or not supported by substantial evidence. The decision of the AUTHORITY or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than one (1) year from the date of the OWNER's receipt of such decision. In connection with any appeal of the AUTHORITY's decision, the OWNER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. At all times during the course of the dispute resolution process, the OWNER shall continue with the Work as directed, in a diligent manner, and without delay; shall conform to any of the AUTHORITY's responses, decisions, or orders; and shall be governed by all applicable provisions of the Agreement. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective of the ultimate outcome of any dispute.

If it is determined, on appeal, that the AUTHORITY's interpretation of the Agreement, direction to the OWNER, or any other action required by the AUTHORITY's decision was an erroneous determination of the rights and obligations of the PARTIES under the Agreement, the OWNER'S claim and any award by resolver of the dispute shall be limited to the incremental costs incurred by the OWNER with respect to the disputed matter (crediting the AUTHORITY for any corresponding reduction in the OWNER's other costs) and shall in no event exceed the amounts allowed hereunder with respect thereto.

Neither the dispute nor the ~~mediation-dispute resolution~~ process relieves PARTNERS-CITY from full and timely performance of WORK in accordance with the terms of this agreement. CITY shall continue with WORK as directed, in a diligent manner, and without delay; shall conform to any of the AUTHORITY's responses, decision or orders; and shall be governed by all applicable provisions of the Agreement. Records of the WORK shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints shall be filed in the Superior Court of Fresno County, State of California. The prevailing partner shall be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

If it is determined, on appeal, that the AUTHORITY's interpretation of the Agreement, direction to the CITY, or any other action required by the AUTHORITY's decision was an erroneous determination of the rights and obligations of the PARTIES under the Agreement, the CITY's claim and any award by resolver of the dispute shall be limited to the incremental costs incurred by the CITY with respect to the disputed matter (crediting the AUTHORITY for any corresponding reduction in the CITY's other costs) and shall in no event exceed the amounts allowed hereunder with respect thereto.

**Comment [v2]:** City of Fresno and HSR to review during legal review stage

~~105. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.~~

**Comment [b3]:** Section 1654 reads as follows -  
"In cases of uncertainty not removed by the preceding rules, the language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist."

## **PERFORMANCE OF WORK**

### **12. GENERAL**

All of the WORK (design and construction phases) or portion thereof may be performed by CITY, AUTHORITY or AUTHORITY's CONTRACTOR. Specific procedures that shall be followed in performance of the WORK, along with costs and division of responsibility for cost, for the various portions of WORK shall be detailed in the TASK ORDER for that work.

10. All WORK will be performed in accordance with Local, Federal and California laws, regulations, and standards.

All WORK will be performed in accordance with CALTRANS STANDARDS and the standards for the infrastructure of the agencies affected by the PROJECT construction.

### **13. AUTHORITY'S CONTRACTOR PERFORMS WORK**

When all or portion of the FACILITY WORK is to be performed by AUTHORITY or AUTHORITY's CONTRACTOR, CITY shall have access to all phases of the FACILITY WORK for the purpose of inspection to ensure that the work is completed in accordance with the TASK ORDER pertaining to that work; however, all questions regarding the work being performed will be directed to AUTHORITY or its authorized agent for evaluation and final disposition.

Upon AUTHORITY's written NOTICE TO CITY, CITY shall consider AUTHORITY's CONTRACTOR as acting on behalf of AUTHORITY on all matters pertaining to PROJECT(s) that are specifically identified in said NOTICE and shall treat any direction given by AUTHORITY's CONTRACTOR on those identified matters as if it were given by AUTHORITY.

70. AUTHORITY'S CONTRACTOR will be responsible for preparation of plans, specifications, applicable easements and cost estimate for relocation and construction of CITY'S underground infrastructure in order to remove construction conflicts with PROJECT. AUTHORITY shall authorize AUTHORITY'S CONTRACTOR to perform the WORK.
13. Each PARTNER will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.

### **14. STAKEHOLDER COLLABORATION**

In signing this Agreement, CITY agrees to collaborate with AUTHORITY, AUTHORITY's CONTRACTOR, and any other third-party entities affected by the PROJECT(s), including regulatory agencies, local agencies, and public and private utility owners, hereinafter referred to as STAKEHOLDERS, to identify collaborative methods for resolving issues that may arise as part of the PROJECT and/or WORK in an effort to achieve a quality PROJECT(s) that meets the PROJECT schedule and budget.

STAKEHOLDERS will attend an initial kick-off workshop as well as subsequent periodic meetings as scheduled throughout the duration of the PROJECT(s). During the initial workshop, STAKEHOLDERS will develop procedures and agreements (including TASK ORDERS) as specified in APPENDIX F, "STAKEHOLDER COLLABORATION," included herein, to facilitate the partnering relationship and aid in identifying and resolving issues as they arise throughout the PROJECT(s).

Reimbursement to CITY for the cost of participation in the initial workshop and subsequent meetings shall be made, at the AUTHORITY's discretion by either AUTHORITY or AUTHORITY's CONTRACTOR.

Subject to the requirements of the Public Information Act, neither the language of this clause, including the language in APPENDIX F, nor any statements made or materials prepared during or relating to stakeholder meetings, including any statements made or documents prepared by the facilitator, shall be admissible or discoverable in any judicial or other dispute resolution proceeding.

### **PAYMENT FOR WORK**

#### **15. COST OF WORK**

Cost of WORK includes the actual and reasonable cost of all necessary engineering, labor and transportation, and all necessary materials exclusive of any dismantled FACILITIES used in any RELOCATION, together with any reasonable and usual indirect and overhead charges attributable to that WORK, and any necessary new private FACILITY right of way involved in the WORK, including the following:

79. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
80. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
81. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
82. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
85. Fines, interest, or penalties levied against any PARTNER will be a WORK cost.
86. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.

**Comment [v4]:** Include this sentence with the CEQA/NEPA section

94. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
92. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices are a WORK cost.
93. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is a WORK cost.

**Comment [v5]:** To be reviewed by HSR and City of Fresno during legal

In any case in which AUTHORITY is required under the provisions of this Agreement to pay its share of the cost of WORK, AUTHORITY shall be entitled to credits as follows:

- (1) The amount of any BETTERMENT to the FACILITY resulting from such relocation;

Eligible CITY costs shall include only those authorized under Title 23 C.F.R. Part 645, Subpart A. CITY agrees that costs referenced in Title 23 C.F.R. Part 645 Section 117(d)(2) are not eligible for reimbursement. These regulations can be found at:

<http://www.access.gpo.gov/nara/cfr/waisidx/cfr-table-search.html>

## **16. PAYMENT FOR THE COST OF WORK**

If the WORK is at AUTHORITY's expense, then AUTHORITY shall pay or cause payment to be made to CITY in the amounts as established for the WORK performed by CITY, less the credits as determined. At the AUTHORITY's discretion, the responsibility for making such payments to the CITY may be delegated to AUTHORITY's CONTRACTOR; in such circumstances, CITY agrees to AUTHORITY's delegation of responsibility to AUTHORITY's CONTRACTOR the responsibility to make reimbursement payments to OWNER.

If the WORK is at CITY's expense and is performed by AUTHORITY or AUTHORITY's CONTRACTOR, CITY shall pay or cause payment to be made to AUTHORITY or AUTHORITY's CONTRACTOR in the amounts established pursuant to this Agreement for WORK less the credits as determined. At the AUTHORITY's discretion, AUTHORITY's CONTRACTOR is authorized to accept such payment from CITY; in such circumstances, CITY agrees to AUTHORITY's CONTRACTOR collection of reimbursement directly from CITY.

## **INVOICING PROCEDURES**

CITY will invoice AUTHORITY'S CONTRACTOR and will provide a fully detailed invoice.

## **APPENDIX A – GENERAL CONDITIONS**

### **17. DEACTIVATED FACILITIES**

CITY's FACILITIES shall not remain in AUTHORITY's right of way after the FACILITIES are no longer active (DEACTIVATED), unless specifically allowed for by AUTHORITY in advance, and in writing. The following terms and conditions shall apply to DEACTIVATED FACILITIES allowed to remain within AUTHORITY's right of way:

- A. CITY requires the removal of all DEACTIVATED FACILITIES.

**18. DEFAULT**

107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

In the event that CITY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement or by law, AUTHORITY may exercise one or more of the following options:

- A. Pursue a claim for damages suffered by AUTHORITY.
- B. Perform any work with its own forces or through subcontractors and seek repayment for the cost thereof.

In the event that AUTHORITY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement or by law, CITY may pursue a claim for damages suffered.

Termination of this Agreement shall not relive either PARTNER from any obligations it has pursuant to other agreements or TASK ORDERS between the PARTIES, nor from any statutory obligations that either PARTY may have with regard to the subject matter hereof.

**Comment [v6]:** CHSR and City of Fresno to review during legal review

**19. INDEMNIFICATION**

101. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this agreement.

It is understood and agreed that AUTHORITY will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability ~~occurring by reason of anything done or omitted to be done by AUTHORITY under this agreement~~ that arise out of or as a result of any negligent act or omission or willful misconduct of AUTHORITY or its officers, agents, employees, engineers, contractors or subcontractors in carrying out AUTHORITY's obligations under this Agreement or under any TASK ORDER executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTNERS indemnified or their agents, servants, or independent contractors who are directly responsible to such indemnified PARTNER.

102. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous,

contractual, inverse condemnation, or other theories or assertions of liability that arise out of or as a result of any negligent act or omission or willful misconduct of CITY or its officers, agents, employees, engineers, contractors or subcontractors in carrying out CITY's obligations under this Agreement or under any TASK ORDER executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTNERS indemnified or their agents, servants, or independent contractors who are directly responsible to such indemnified PARTNER.

**Comment [v7]:** CHSR and City of Fresno to review during legal review

~~occurring by reason of anything done or omitted to be done by CITY under this agreement~~

~~100. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.~~

## **20. FORCE MAJEURE**

Neither CITY nor AUTHORITY shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, act of civil or military authority, riot, fire, earthquake, strike, flood, power blackout, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has:

- A. Promptly notified the other party of the occurrence and its estimated duration,
- B. Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- C. Resumed performance as soon as possible.

If any such event of Force Majeure occurs, CITY agrees, if requested by AUTHORITY, to accelerate its efforts if reasonably feasible in order to regain lost time, so long as AUTHORITY agrees to reimburse CITY for the reasonable and actual costs of such efforts.

## **21. CITY'S FACILITY AND RIGHT OF WAY**

Whenever CITY's affected FACILITIES will remain within AUTHORITY's right of way, AUTHORITY and CITY shall jointly execute an agreement for common use of the subject area.

Whenever CITY's affected FACILITIES are to be relocated from the existing right of way of CITY to a new location that falls outside such existing right of way of CITY, AUTHORITY shall convey or cause to be conveyed a new right of way for such relocated FACILITIES as will correspond to the existing right of way of CITY. For such RELOCATED FACILITIES, AUTHORITY shall issue, or cause to be issued, to CITY, without charge to CITY or credit to AUTHORITY, appropriate replacement rights in the new location mutually acceptable to both AUTHORITY and CITY for those rights previously held by CITY in its existing right of way. In discharge of AUTHORITY's obligations under this Paragraph, in the event that the new location falls within the right of way under the jurisdiction of AUTHORITY, AUTHORITY and CITY shall jointly execute an agreement for joint use. In consideration for these replacement rights being issued by AUTHORITY, CITY shall subsequently convey to AUTHORITY, or its nominee, within AUTHORITY's right of way, all of its corresponding right, title and interest within CITY's existing

right of way so vacated.

If the existing RIGHT OF WAY OF CITY includes fee title, AUTHORITY shall acquire from CITY, for just compensation under State law, those property rights required by AUTHORITY for its FACILITIES by separate transaction, leaving to CITY those remaining property rights appropriate for the placement and operation of CITY's FACILITIES in the RIGHT OF WAY OF CITY.

Upon completion of the FACILITY WORK by AUTHORITY, the new FACILITIES shall become the property of CITY, and CITY shall have the same rights in the new location that it had in the old location.

72. AUTHORITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT. AUTHORITY shall be responsible for the land acquisition and replacement compensation for all water wells removed from the HSR right of way.

## 22. AGREEMENT AND FINAL EXPRESSION OF THE PARTIES

112. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK, except that the PARTNERS understand and agree that AUTHORITY has written policies and procedures which shall be applicable as written at the time of the contract award. Copies of AUTHORITY policies and procedures will be provided to CITY upon request, as they become available. The allocation of costs for any additional activities that may be required on the part of the CITY as provided by AUTHORITY policies and procedures will be detailed through the TASK ORDER specific to that WORK. This Agreement cannot be modified except by an instrument, in writing, signed by each of the PARTNERS.

**Comment [v8]:** CHSR and City of Fresno to review during legal review

- 114. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
- 117. Signatories may execute this agreement through individual signature pages provided that each signature is an original.
- 106. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

**23. SEVERABILITY**

- 111. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.

**24. GOVERNING LAW AND VENUE**

- 97. This agreement will be understood in accordance with and governed by the Constitution and Laws of the State of California. This agreement shall be enforceable in the State of California. Any legal action arising from this agreement shall be filed and maintained in the Superior Court of Fresno County, State of California.

**25. NOTICES**

- 35. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 5 work days after mailing unless proof of prior actual receipt is provided, in which case service is effective on the date of actual receipt CITY shall have a continuing obligation to notify AUTHORITY of the appropriate persons for notices to be sent pursuant to this Agreement.

**CONTACT INFORMATION**

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for the AUTHORITY is:

The primary agreement contact person for the CITY is:

Scott Mozier, City Engineer  
2600 Fresno Street  
Fresno, California 93721  
Office Phone: (559) 621-8811

**26. WASTED WORK**

AUTHORITY will pay, in its entirety, that portion of the cost of the FACILITY WORK constituting WASTED WORK. The remainder of the cost of that FACILITY'S RELOCATION shall be borne pursuant to the cost allocation provisions defined in the TASK ORDER for that work.

**27. HAZARDOUS MATERIALS**

- 23. If HAZARDOUS MATERIALS is found during WORK, it shall be remediated in accordance with Local, State and Federal Regulations at AUTHORITY'S COST.
- 27. AUTHORITY's acquisition or acceptance of title to any property on which any HAZARDOUS MATERIAL is found will proceed in accordance with AUTHORITY'S policy on such acquisition.
- 76. AUTHORITY will pay all costs for additional necessary HM MANAGEMENT ACTIVITIES to comply with existing statutes and regulations concerning the disposition of HAZARDOUS MATERIAL related to HAZARDOUS MATERIAL found in connection with WORK and located within existing CALIFORNIA HIGH SPEED RAIL right of way, unless such conditions are attributable to CITY's current installation or ongoing operation.
- 77. AUTHORITY will share all costs for HM MANAGEMENT ACTIVITIES related to any HAZARDOUS MATERIAL found within the construction limits of existing CALIFORNIA HIGH SPEED RAIL PROJECT to the extent these activities are necessary to conform to the PROJECT scope of work and will comply with all existing statutes or regulations concerning the disposition HAZARDOUS MATERIAL.

**28. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the PARTIES.

**29. THIRD PARTIES**

- 103. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.

**30. STATE FUNDS**

No state funds or resources are allocated or encumbered as against this Agreement and AUTHORITY's obligations and duties expressed herein are conditioned upon the passage of the annual State Budget Act and the allocation of funds by the California Department of Finance and the encumbrance of funds under a subsequently executed TASK ORDER.

**31. AMERICAN RECOVERY AND REINVESTMENT ACT AND AUTHORITY**

The provisions included in Appendix D, "ARRA AND AUTHORITY PROVISIONS," are hereby incorporated in and are integral to this Agreement, and CITY shall ensure full compliance with these provisions to the extent they apply to this Agreement and subsequent TASK ORDERS.

**Comment [v9]:** TPA to review City of Fresno overhead costs.

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

CITY OF FRESNO

APPROVED

APPROVED

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND PROCEDURE

By: \_\_\_\_\_

Date: \_\_\_\_\_

|

APPENDIX B – TASK ORDER FORM

## APPENDIX C – DESIGN BUILD PROCEDURES

### 31. INITIAL COORDINATION

71. AUTHORITY will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. The plans, specifications, and estimate for PROJECT will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.
- A. CITY shall advise AUTHORITY in writing of the place and the name and telephone number of a contact person for CITY who has charge over the FACILITY WORK and will serve as the primary contact for CITY on all related issues.
- B. AUTHORITY will compile information from CITY that will illustrate the nature and locations of CITY's existing FACILITIES. AUTHORITY will present this information on a series of drawings and tables that will be used to determine conflicts with PROJECT FACILITIES.
- C. CITY will furnish markups to AUTHORITY of their existing and proposed FACILITIES at the 30% submittals within 15 working days.
- D. AUTHORITY will prepare Proposed Preliminary Design plans that indicate which utilities are to be relocated and conceptual arrangements of the relocated utilities.
- E. CITY will verify, to the best of their ability, the correctness and completeness of the plans prepared by AUTHORITY.
- F. These plans will form the basis of subsequent design to be performed by CITY, AUTHORITY or AUTHORITY's CONTRACTOR, as such; the CITY shall take sole and full responsibility for the accuracy of their depicted FACILITIES.

### 32. PERFORMANCE OF THE FACILITY WORK

The method of performance to be utilized in the design and construction of the FACILITY WORK, as described below, will be specified in the executed TASK ORDER for the particular FACILITY WORK contemplated.

The CITY agrees to (a) the AUTHORITY'S delegation to the AUTHORITY'S CONTRACTOR, the responsibility to reimburse OWNER, and (b) the AUTHORITY'S CONTRACTOR's collection of reimbursement directly from CITY'S having cost responsibility for FACILITY RELOCATIONS and/or for BETTERMENTS.

Performance of the FACILITY WORK will be in accord with the following method:

AUTHORITY's CONTRACTOR performs all design and construction services for the FACILITY WORK.

- A. At such time as AUTHORITY's CONTRACTOR has plans prepared to a level where the impact on CITY'S FACILITIES and the nature and extent of the FACILITY WORK can be determined, hereinafter referred to as FACILITY PLANS, AUTHORITY's CONTRACTOR will provide a copy of the FACILITY PLANS to CITY. The FACILITY PLANS shall include a preliminary FACILITY WORK design concept which was created by AUTHORITY's CONTRACTOR.
- B. CITY shall have fourteen (14) calendar days from receipt of the FACILITY PLANS to review them, and provide comments to AUTHORITY. CITY shall also provide any applicable technical provisions and standard drawings along with their comments.
- C. At such time as AUTHORITY's CONTRACTOR has prepared final FACILITY PLANS, including the FACILITY WORK, AUTHORITY will provide a copy thereof to CITY. The final FACILITY PLANS shall incorporate the comments of CITY provided that the comments are reasonable and do not impair or create inconsistencies with AUTHORITY's CONTRACTOR's Agreement with AUTHORITY.
- D. CITY shall have fourteen (14) calendar days from receipt of the final FACILITY PLANS to review them and provide final comments to AUTHORITY.
- E. AUTHORITY's CONTRACTOR shall make final corrections to the FACILITY PLANS and provide a copy to CITY.
- F. AUTHORITY's CONTRACTOR shall perform the construction services for the FACILITY WORK in accordance with the FACILITY PLANS.
- G. Deviations from the final FACILITY PLAN initiated by AUTHORITY, AUTHORITY's CONTRACTOR or CITY, must be agreed upon by PARTNERS and memorialized in an Amendment to the TASK ORDER for the original FACILITY WORK. No deviation from the original FACILITY WORK shall commence without a fully executed Amendment.
- H. CITY shall be entitled to have a reasonable number of representatives on the site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY's CONTRACTOR. Observation does not constitute authority over those commitments.
- I. Upon completion of the FACILITY WORK, OWNER agrees to accept ownership and maintenance of the constructed FACILITIES.
- J. The process established above shall apply separately to each phase or segment of PROJECT, as established in accordance with the agreement between AUTHORITY's CONTRACTOR and AUTHORITY.
- K. AUTHORITY shall provide CITY with as-built drawings of FACILITY WORK outside AUTHORITY's right of way. The as built drawings shall be in the format provided for in the TASK ORDER for that particular FACILITY WORK.

**APPENDIX D – ARRA AND AUTHORITY PROVISIONS**

ARRA T&C

CCC-307 CERTIFICATION

GTC-610

## 1. ARRA T&C

### SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **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 of California (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.
2. **ENFORCEABILITY:** Contractor agrees that if 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.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 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.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section 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 Chapter 31 of Title 40, United States Code (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.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, 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: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. 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.
7. **WHISTLEBLOWER PROTECTION:** 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: (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; or (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. 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.
8. **FALSE CLAIMS ACT:** 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.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
  - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
  - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
  - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

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**SUPPLEMENTAL TERMS AND CONDITIONS FOR  
CONTRACTS USING ARRA FUNDS**

- (i.) The name of the project or activity;
  - (ii.) A description of the project or activity;
  - (iii.) An evaluation of the completion status of the project or activity; and
  - (iv.) An estimate of the number of jobs created and /or retained by the project or activity;
- d. For any contracts equal to or greater than \$25,000:
- (i.) The name of the entity receiving the contract;
  - (ii.) The amount of the contract;
  - (iii.) The transaction type;
  - (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - (v.) The Program source;
  - (vi.) An award title descriptive of the purpose of each funding action;
  - (vii.) The location of the entity receiving the contract;
  - (viii.) The primary location of the contract, including the city, state, congressional district and country;
  - (ix.) The DUNS number, or name and zip code for the entity headquarters;
  - (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
  - (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;
- e. 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 Contractor that the information contained in the report is accurate.

***Any other information reasonably requested by the State of California 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](http://www.FederalReporting.gov). The additional requirements will be added to this contract(s).

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**2. CCC 307 – CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. (Continued on next page)

### 3. CCC 307 – CERTIFICATION

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.

### 6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**NOTE:** This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document:  
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

#### 4. GTC 610

##### GENERAL TERMS AND CONDITIONS

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

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

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

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the

provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor 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.

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

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

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.  
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to,

disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

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**APPENDIX E – THIRD PARTY SPECIAL CONDITIONS**

47. ~~AUTHORITY shall make every effort to use local persons and businesses in planning, design, construction, and implementation of PROJECT comply with the ARRA provisions in Appendix D.~~
- ~~42. AUTHORITY shall grant to CITY the right to permanent access to maintain, and service all underground infrastructures within the AUTHORITY'S right of way. AUTHORITY shall also grant to CITY, under emergency conditions, the right to enter AUTHORITY'S right of way for necessary repairs, subject to notification to AUTHORITY by CITY within 24 hours. For purposes of this agreement, EMERGENCY CONDITIONS shall mean any event that jeopardizes delivery of services to the residents and businesses within the CITY. AUTHORITY shall not withhold issuance of an encroachment permit.~~
- ~~19. AUTHORITY will issue, upon proper application, at no cost, the encroachment permits required for WORK within CALIFORNIA HIGH SPEED RAIL right of way.~~
- ~~Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.~~
30. Unless otherwise addressed in a Joint Use Agreement or Consent to Common Use Agreement upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within AUTHORITY right of way shall become the property of the CALIFORNIA HIGH SPEED RAIL AUTHORITY.
- Ownership of facilities belonging to CITY and other local agencies prior to start of WORK (water, sewer, electrical, gas, storm drain, etc.) shall remain with those agencies.
41. During construction, AUTHORITY shall provide ongoing and perpetual graffiti abatement service for the removal of graffiti placed on structures constructed in conjunction with the PROJECT. Upon discovery of graffiti, AUTHORITY'S CONTRACTOR will coordinate with CITY to handle abatement. Abatement shall be started within 48 hours of discovery or notification to a special abatement team established by AUTHORITY.
43. AUTHORITY and its agents shall cooperate with CITY to minimize the impact and inconvenience to the residents and businesses within the CITY during the construction period.
44. AUTHORITY will fund and construct Veterans Boulevard, including the overpass, ~~prior to commencing construction of the Shaw and Herndon Avenue overpasses.~~
- ~~29. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written quarterly progress reports during the implementation of WORK in that component.~~

115. This agreement will terminate upon COMPLETION OF WORK, ~~or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.~~

~~However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.~~

~~91. Travel, per diem, and third-party contract reimbursements are a PROJECT COST only after those hired by PARTNERS to participate in WORK incur and pay those costs.~~

~~Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.~~

48. AUTHORITY will provide CITY with verification of approval of its arrangements for the protection, relocation, or removal of all conflicting facilities, ~~and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimate.~~ This verification must include references to all required encroachment permits.

In the event the PROJECT causes an existing CITY water well to be demolished. AUTHORITY shall pay for all water well site replacement costs to provide the City with a replacement well site of equivalent size to the well site being replaced, but not less than 12,000 square-feet, and capable of producing an equivalent production well yield to the well it is replacing. The CITY will select and provide a cost estimate for a new water well replacement site. Costs shall include, but not be limited to the following; site selection by the City Water Division, test bore and monitoring well to identify potential well yield and water quality, land acquisition cost, City Real Estate Division costs, including the possibility of eminent domain legal costs, production well drilling, piping and onsite improvement design, and construction, inspection and well head treatment if applicable.

AUTHORITY shall negotiate and obtain any and all access agreements and permits necessary from other agencies required for the relocation of conflicting utilities, such as, but not limited to water, sewer, gas, electricity, cable, storm drain, and irrigation canal and pipeline system.

118. AUTHORITY shall be responsible for the perpetual maintenance and upkeep of all project improvements ~~that are not covered by a Joint Use Agreement or Consent to Common Use Agreement, such as, but not limited to, bridge structures, overpasses, underpasses, pumping stations, tunnels, embankments and related landscape maintenance, retaining walls, guard rails, fencing, columns, and miscellaneous High-Speed Rail support equipment.~~

~~73. AUTHORITY shall endeavor to use local properly licensed consultants for all right of way activities. A qualified right of way agent will administer all right of way contracts.~~

33. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK.

~~34. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.~~

~~AUTHORITY, the State Auditor, FHWA, and CITY will have access to all WORK related records of each partner for audit, examination, excerpt, or transaction.~~

~~The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.~~

~~The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.~~

~~Any audit dispute not resolved by PARTNERS is subject to the provisions of Section 109 of this Agreement.~~

~~74. AUTHORITY will secure funds for all WORK including any additional funds beyond the AUTHORITY'S existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.~~

~~87. Because AUTHORITY is responsible for managing the scope, cost, and schedule of the project, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the AUTHORITY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.~~

~~That CITY shall be reimbursed for these costs during the amendment process.~~

~~88. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.~~

89. AUTHORITY accepts responsibility to ensure full funding for the identified scope of work.

98. All OBLIGATIONS of the AUTHORITY under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and funds allocated by the California High-Speed Rail Commission.

~~99. Should AUTHORITY establish at any time during WORK that the revenues of AUTHORITY are insufficient or appear to be insufficient to support AUTHORITY'S financial commitments towards WORK, AUTHORITY shall reduce or reserve all or a portion of the expenditure appropriation for WORK until such time as AUTHORITY determines that the anticipated revenues for the remainder of that fiscal year are sufficient to support the level of expenditure anticipated for the remainder of the fiscal year, for WORK.~~

AUTHORITY's CONTRACTOR will develop a vehicular traffic circulation plan for the PROJECT which will address emergency access through the PROJECT and shall minimize the inconvenience to the public during construction. CITY will be given the

~~opportunity to review, inspect, and approve the plan~~ The plan shall require CITY approval prior to implementation.

45. AUTHORITY will fund all adjustments to property resulting from full or partial right of way takes during the right of way acquisition phase of the PROJECT. ~~Examples of adjustments may include but not be limited to construction of concrete and paving street improvements, relocation of utilities, and zoning issues.~~

46. AUTHORITY shall fund all planning, zoning, relocation, and rebuilding of displaced businesses resulting from PROJECT ~~pursuant to Federal guidelines and regulations.~~

~~49. AUTHORITY shall endeavor to use local properly licensed consultants for all right of way activities. A qualified right of way agent will administer all right of way contracts.~~

96. AUTHORITY will manage and coordinate the schedule for WORK, with all affected agencies, ~~through the work plan included in the PROJECT MANAGEMENT PLAN.~~

~~31. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.~~

~~36. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.~~

~~39. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.~~

~~80. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.~~

21. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

22. If any PARTNER receives a public records request, pertaining to WORK under this agreement, that PARTNER will notify all other PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.

PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

~~IMPLEMENTING AGENCY for a project component will provide a QUALITY MANAGEMENT PLAN for that component as part of the PROJECT MANAGEMENT PLAN.~~

~~12. AUTHORITY will provide IQA for the portions of WORK within existing and proposed CALIFORNIA HIGH SPEED RAIL right of way. AUTHORITY and CITY retain the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the AUTHORITY and CITY.~~

~~13. AUTHORITY may provide IQA for the portions of WORK outside existing and proposed CALIFORNIA HIGH SPEED RAIL right of way.~~

~~PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.~~

14. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).
18. PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".
37. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CITY.
38. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
20. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop and that PARTNER shall notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.

~~28. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.~~

~~40. PARTNER'S will maintain, and ensure that any party hired by PARTNER'S to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.~~

- ~~81. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.~~
- ~~82. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.~~
- ~~85. Fines, interest, or penalties levied against any PARTNER will be a WORK cost.~~
- ~~86. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.~~
- ~~92. The cost to prepare, publicize, and circulate all CEQA and NEPA related public notices are a WORK cost.~~
- ~~93. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA related public hearings is a WORK cost.~~

### Environmental

Scope: Project Approval and Environmental Document (PA & ED)

- ~~51. AUTHORITY is the CEQA lead agency. AUTHORITY will determine the type of environmental documentation required and will cause that documentation to be prepared.~~
- ~~52. All PARTNERS involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at [www.dot.ca.gov/ser](http://www.dot.ca.gov/ser).~~

- ~~53. Pursuant to SAFETEA-LU Section 6004 and/or 6005, AUTHORITY is the NEPA lead agency for PROJECT and will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.~~
- ~~54. All PARTNERS involved in the preparation of NEPA environmental documentation will follow Standard Environmental Reference available at [www.dot.ca.gov/ser](http://www.dot.ca.gov/ser) and the FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm).~~
- ~~55. AUTHORITY will prepare the appropriate environmental documentation to meet CEQA requirements.~~
- ~~56. AUTHORITY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.~~
- ~~57. Any partner preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.~~
- ~~58. Any partner preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.~~
- ~~59. AUTHORITY will prepare, publicize and circulate all CEQA related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.~~
- ~~60. AUTHORITY will prepare, publicize, and circulate all NEPA related public notices, except Federal Register notices. AUTHORITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.~~
- ~~— AUTHORITY will work with the appropriate federal agency to publish notices in the Federal Register.~~
- ~~61. The CEQA lead agency will attend all CEQA related public meetings.~~
- ~~62. AUTHORITY will plan, schedule, prepare materials for, and host all CEQA related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.~~
- ~~63. The NEPA lead agency will attend all NEPA related public meetings.~~

~~64. AUTHORITY will plan, schedule, prepare materials for, and host all NEPA-related public meetings. AUTHORITY will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.~~

~~65. If a partner who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that partner must clearly state their role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.~~

~~That partner will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If that partner makes any changes to the materials, that partner will allow the appropriate lead agency to review, comment on, and approve those changes three (3) working days prior to the public meeting date.~~

~~The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.~~

~~66. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.~~

~~67. AUTHORITY will coordinate the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit.~~

~~68. AUTHORITY will obtain the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit.~~

~~69. AUTHORITY will implement the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit~~

**TASK ORDER NO. COF00001**  
CHSRP Interaction Removal or Relocation Plan

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Date: April 10, 2012  
CITY: City of Fresno  
Agreement No: 0000000  
Task Order No: COF00001  
Project Title: California High-Speed Rail Project

**GENERAL**

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

**FACILITY WORK TO BE DONE**

**1. Master Agreement**

This TASK ORDER is issued in order to authorize the FACILITY WORK described herein (FACILITY WORK). This TASK ORDER does not express all of the terms and conditions relevant to the FACILITY WORK; accordingly, the Master Agreement and all of the provisions thereof are incorporated into this TASK ORDER by this reference. Capitalized terms used but not identified in this TASK ORDER shall have the definitions set forth in the Master Agreement. All attachments referenced in this TASK ORDER are incorporated herein by such reference. All FACILITY WORK shall be performed in accordance with the requirements of the Master Agreement and, in the event of any inconsistency between the provisions of this TASK ORDER and the Master Agreement, the provisions of the Master Agreement shall prevail.

**2. Scope of Work**

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**  
AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L S, Suite 800, Sacramento, CA 95814.
- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**  
AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work.

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CHSRP Interaction Removal or Relocation Plan

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- **Subtask S1.01**  
Scope: Remove approximately 900 LF of 8” sanitary sewer FACILITIES from the existing Golden State Blvd and install approximately 1,000 LF of new 8” sanitary sewer FACILITIES to the new Golden State Blvd. Work includes furnishing and installing new sanitary sewer man holes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary FACILITIES which includes pipe, manholes, cleanouts, etc. FACILITY WORK is shown on Drawing UT-C4001.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$204,000
  
- **Subtask S1.02**  
Scope: Protect in place approximately 551 LF of 54” sanitary sewer FACILITIES and adjust sanitary sewer manhole rim elevation to finish grade. FACILITY WORK is shown on Drawing UT-C4004, UT-C4028 and UT-C4029.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$57,682
  
- **Subtask S1.03**  
Scope: Reconstruct approximately 200 LF of 54” sanitary sewer FACILITIES within a 90” RCP casing and provide new sanitary sewer man holes. Work includes reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary FACILITIES which includes pipe, manholes, cleanouts, etc. FACILITY WORK is shown on Drawing UT-C4006.  
Period of Performance: 1 Month  
The estimated Value for this FACILITY WORK: \$435,000
  
- **Subtask S1.04**  
Scope: Relocate approximately 2,700 LF of 8”, 114 LF of 10” and 1,361 LF of 12” sanitary sewer FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Work includes excavation and removal of existing 8”, 10” and 12” sanitary sewer FACILITIES, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4008, UT-C4009 and UT-C4010.  
Period of Performance: 6 Months  
The estimated Value for this FACILITY WORK: \$850,476
  
- **Subtask S1.05**  
Scope: Relocate approximately 854 LF of 6” and 700 LF of 8” sanitary sewer FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Work includes excavation and removal of existing 6” and 8” sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4011 and UT-C4012.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$317,016
  
- **Subtask S1.06**  
Scope: Reconstruct approximately 200 LF of 39” sanitary sewer FACILITIES within a 72” RCP casing, extend existing sanitary sewer manholes and adjust rim elevations. Work includes

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### CHSRP Interaction Removal or Relocation Plan

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reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary FACILITIES which includes pipe, manholes, cleanouts, etc. FACILITY WORK is shown on Drawing UT-C4012.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$118,750

- **Subtask S1.07**

Scope: Relocate approximately 668 LF of 8", 2,071 LF of 10", 1,983 LF of 12" and 1,616 LF of 15" sanitary sewer FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Work includes excavation and removal of existing 8", 10", 12" and 15" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4014, UT-C4015, UT-C4016, UT-C4017 and UT-C4018.

Period of Performance: 8 Months

The estimated Value for this FACILITY WORK: \$1,292,952

- **Subtask S1.08**

Scope: Protect in place approximately 358 LF of 10" sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT-C4019.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$29,356

- **Subtask S1.09**

Scope: Reconstruct approximately 280 LF of 45" sanitary sewer FACILITIES within an 84" RCP casing, adjust existing sewer manholes and rim elevations. Work includes reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT-C4022.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$535,000

- **Subtask S1.10**

Scope: Protect in place approximately 506 LF of 6" sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT-C4022.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$41,492

- **Subtask S1.11**

Scope: Protect in place approximately 200 LF of existing 6" sanitary sewer FACILITIES and relocate approximately 273 LF of 6" sanitary sewer FACILITIES from the existing Parkway Drive to the new Parkway Drive. Work includes excavation and removal of existing 8" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4024.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$66,024

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- **Subtask S1.12**  
Scope: Protect in place approximately 757 LF of 6", 722 LF of 42" sanitary sewer FACILITIES, extend sanitary sewer manholes and adjust sanitary sewer manhole rim elevation to finish grade. FACILITY WORK is shown on Drawing UT-C4030 and UT-C4031.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$123,778
  
- **Subtask S1.13**  
Scope: Relocate approximately 303 LF of 8", 506 LF of 15" and 293 LF of 42" sanitary sewer FACILITIES at Santa Ana Ave and Cornelia Ave. Work includes excavation and removal of existing 8", 15" and 42" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4032.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$348,161
  
- **Subtask S1.14**  
Scope: Relocate approximately 1,343 LF of 8" and remove approximately 798 LF of 10" sanitary sewer FACILITIES at McKinley Ave and Golden State Blvd. Work includes excavation and removal of existing 8" and 10" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4036, UT-C4037 and UT-C4046.  
Period of Performance: 3 Months  
The estimated Value for this FACILITY WORK: \$436,764
  
- **Subtask S1.15**  
Scope: Protect in place approximately 452 LF of 42" sanitary sewer FACILITIES at Pine Ave and Golden State Blvd. FACILITY WORK is shown on Drawing UT-C4038.  
Period of Performance: 2 Month  
The estimated Value for this FACILITY WORK: \$282,500
  
- **Subtask S1.16**  
Scope: Relocate approximately 600LF of 8" sanitary sewer FACILITIES at McKinley Ave and Golden State Blvd. Work includes excavation and removal of existing 8" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4039 and UT-C4048.  
Period of Performance: 1 Month  
The estimated Value for this FACILITY WORK: \$122,400
  
- **Subtask S1.17**  
Scope: Relocate approximately 670 LF of 10" and 270 LF of 24" sanitary sewer FACILITIES. Remove approximately 1,160 LF of 8" sanitary sewer FACILITIES near Belmont Ave and Golden State Blvd. Work includes excavation and removal of existing 8" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new

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sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4041, UT-C4042, UT-C4050 and UT-C4051.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$576,708

- **Subtask S1.18**

Scope: Remove approximately 325 LF of 8" sanitary sewer FACILITIES near Belmont Ave and H St. Work includes excavation and removal of existing 8" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4042.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$66,300

- **Subtask S1.19**

Scope: Relocate approximately 578 LF of 18" and 568 LF of 30" sanitary sewer FACILITIES near H St and SR 180. Work includes excavation and removal of existing 8", 18" and 30" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4043 and UT-C4053.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$441,307

- **Subtask S1.20**

Scope: Relocate approximately 1,008 LF of 10" and 2,888 LF of 12" sanitary sewer FACILITIES near Divisadero St and H St. Work includes excavation and removal of existing 10" and 12" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4044, UT-C4045 and UT-C4054.

Period of Performance: 3 Months

The estimated Value for this FACILITY WORK: \$794,784

- **Subtask S1.21**

Scope: Protect in place approximately 1,176 LF of 22" sanitary sewer FACILITIES at G St and Fresno St. FACILITY WORK is shown on Drawing UT-C4055.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$96,432

- **Subtask S1.22**

Scope: Relocate approximately 500 LF of 8" and 997 LF of 10" sanitary sewer FACILITIES near G St and Tulare St. Protect in place approximately 600 LF of 22" sanitary sewer FACILITIES near G St and Tulare St. Work includes excavation and removal of existing 4", 8" and 10" sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4055 and UT-C4056.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$395,592

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- **Subtask S1.23**  
Scope: Relocate approximately 2,999 LF of 18” sanitary sewer FACILITIES near G St and Ventura St. Protect in place approximately 633 LF of 10” sanitary sewer FACILITIES near G St and Ventura St. Work includes excavation and removal of existing 18” sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4057 and UT-C4059  
Period of Performance: 6 Months  
The estimated Value for this FACILITY WORK: \$663,702
  
- **Subtask S1.24**  
Scope: Protect in place approximately 450 LF of 10” sanitary sewer FACILITIES at G St and Ventura St. FACILITY WORK is shown on Drawing UT-C4057.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$91,800
  
- **Subtask S1.25**  
Scope: Reconstruct approximately 200 LF of 18” sanitary sewer FACILITIES within a 48” RCP casing near Monterey St and SR 41. Work includes excavation and removal of existing 18” sanitary sewer FACILITIES and reconnecting all existing sewer laterals to new sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing CB1662.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$600,000
  
- **Subtask S1.26**  
Scope: Reconstruct approximately 200 LF of 20” sanitary sewer FACILITIES within a 60” RCP casing near Florence Ave and Railroad Ave. Work includes excavation and removal of existing 20” sanitary FACILITIES and reconnecting all existing sewer laterals to new sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing CB1663.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$600,000
  
- **Subtask S1.27**  
Scope: Reconstruct approximately 200 LF of 30” sanitary sewer FACILITIES within a 60” RCP casing near Church Ave and Railroad Ave. Relocate approximately 200 LF of 10” and 3,000 LF of 14” sanitary sewer FACILITIES. Work includes excavation and removal of existing 10”, 14, and 30” sanitary sewer FACILITIES, removal of sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing CB1663 and CB1664.  
Period of Performance: 8 Months  
The estimated Value for this FACILITY WORK: \$1,252,800
  
- **Subtask S1.28**  
Scope: Reconstruct approximately 200 LF of 8” sanitary sewer FACILITIES within a 48” RCP casing near East Ave and Railroad Ave. Work includes excavation and removal of existing 8” sanitary sewer FACILITIES, removal of sanitary sewer manholes, reconnecting all existing

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CHSRP Interaction Removal or Relocation Plan

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sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing CB1664.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$600,000

- **Subtask S1.29**

Scope: Relocate approximately 500 LF of 10" sanitary sewer FACILITIES. Work includes excavation and removal of existing 10" sanitary sewer FACILITIES, removal of sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing CB1665.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$102,000

- **Subtask S1.30**

Scope: Reconstruct approximately 200 LF of 48" sanitary sewer FACILITIES within a 90" RCP casing near Jensen Ave and Railroad Ave. Work includes excavation and removal of existing 48" sanitary sewer FACILITIES, removal of sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing CB1665.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$600,000

- **Subtask S1.31**

Scope: Protect in place existing 8" sanitary sewer FACILITIES near Golden State Blvd and Orange Ave. FACILITY WORK is shown on Drawing CB1666.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$32,800

- **Subtask S1.32**

Scope: Protect in place existing 10" sanitary sewer FACILITIES near Hardy Ave and Cedar Ave. FACILITY WORK is shown on Drawing CB1667.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$32,800

- **Subtask S1.33**

Scope: Protect in place existing 8" and 57" sanitary sewer FACILITIES near North Ave and Cedar Ave. FACILITY WORK is shown on Drawing CB1667.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$65,600

- **Subtask S1.34**

Scope: Furnish and install a 48" RCP casing for future sewer. FACILITY WORK is shown on Drawing CB1669.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$600,000

**TASK ORDER NO. COF00001**  
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- **Subtask S1.35**  
Scope: Furnish and install a 48" RCP casing for future sewer. FACILITY WORK is shown on Drawing CB1670.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$600,000
  
- **Subtask S1.36**  
Scope: Furnish and install a 48" RCP casing for future sewer. FACILITY WORK is shown on Drawing CB1671.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$600,000

**3. Project Schedule**

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

**4. Schedule for FACILITY WORK (This TASK ORDER Only)**

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

**Design:**

**Start Date:** January 2013

**Completion Date:** June 2013

**Construction:**

**Start Date:** June 2013

**Completion Date:** February 2016

**TASK ORDER NO. COF00001**  
CHSRP Interaction Removal or Relocation Plan

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**PERFORMANCE OF THE FACILITY WORK**

**1. Design**

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

**BY CITY:** CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

**BY AUTHORITY'S CONTRACTOR:** AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK.

**2. Construction**

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

**LIABILITY FOR WORK**

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$14,073,976.

**Cost Allocation**

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

**COST ESTIMATE**

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

**1. For Work by CITY**

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

**TASK ORDER NO. COF00001**  
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**2. For Work by AUTHORITY'S CONTRACTOR**

AUTHORITY has prepared an initial cost estimate in the amount of \$14,073,976 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

**BETTERMENT, ACCRUED DEPRECIATION, SALVAGE**

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

**BILLING AND PAYMENT**

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

**CONTACTS**

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

**TASK ORDER NO. COF00001**  
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**SIGNATURES**

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. \_\_\_\_\_ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. \_\_\_\_ and Agreement No. \_\_\_\_ shall be in full force and effect.

**CITY:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:**

**CITY'S Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature –CITY'S Legal Counsel

**California High Speed Rail Authority (AUTHORITY)**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:** \_\_\_\_\_

**AUTHORITY Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature - AUTHORITY Legal Counsel

**( CONTRACTOR):**

**TASK ORDER NO. COF00001**  
CHSRP Interaction Removal or Relocation Plan

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**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Signature**

Typed Name: \_\_\_\_\_

Typed Title: \_\_\_\_\_

**TASK ORDER NO. COF00002**  
CHSRP Interaction Removal or Relocation Plan

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Date: April 12, 2012  
CITY: City of Fresno  
Agreement No: 0000000  
Task Order No: COF00002  
Project Title: California High-Speed Rail Project

**GENERAL**

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

**FACILITY WORK TO BE DONE**

**1. Master Agreement**

This TASK ORDER is issued in order to authorize the FACILITY WORK described herein (FACILITY WORK). This TASK ORDER does not express all of the terms and conditions relevant to the FACILITY WORK; accordingly, the Master Agreement and all of the provisions thereof are incorporated into this TASK ORDER by this reference. Capitalized terms used but not identified in this TASK ORDER shall have the definitions set forth in the Master Agreement. All attachments referenced in this TASK ORDER are incorporated herein by such reference. All FACILITY WORK shall be performed in accordance with the requirements of the Master Agreement and, in the event of any inconsistency between the provisions of this TASK ORDER and the Master Agreement, the provisions of the Master Agreement shall prevail.

**2. Scope of Work**

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**  
AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L S, Suite 800, Sacramento, CA 95814.
- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**  
AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work.

**TASK ORDER NO. COF00002**  
CHSRP Interaction Removal or Relocation Plan

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- **Subtask W2.01**

Scope: Relocate approximately 1,107 LF of 12" water FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Work includes removing & replacing water valves, remove & replace fire hydrants, disconnect existing water facilities, connections to new water FACILITIES, blow offs, excavation and removal of 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4000 and UT-C4001.

Period of Performance: 3 Months

The estimated Value for this FACILITY WORK: \$536,123

- **Subtask W2.02**

Scope: Relocate approximately 2,925 LF of 8", 392 LF of 10", 759 LF of 12" and 7,012 LF of 14" water FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Remove and reconstruct approximately 203 LF of 12" water FACILITIES in a 20" steel casing. Remove and reconstruct approximately 186 LF of 14" water FACILITIES in a 24" steel casing. Furnish and install 120 LF of 72" steel casing for future 36" recycled water line near Veterans Blvd and Golden State Blvd. Work includes removing & replacing water valves, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 8", 10", 12" and 14" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4007, UT-C4008, UT-C4009, UT-C4010, UT-C4011 and UT-C4012.

Period of Performance: 10 Months

The estimated Value for this FACILITY WORK: \$2,187,093

- **Subtask W2.03**

Scope: Relocate approximately 290 LF of 2", 8,596 of 14" and 193 LF of 16" water FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Relocate approximately 193 LF of 16" water FACILITIES in a 30" steel casing near Shaw Ave and Golden State Blvd. Reconstruct approximately 120 LF of 14" water facilities in a 24" steel casing near Ashlan Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 2", 14" and 16" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4012, UT-C4013, UT-C4014, UT-C4015, UT-C4016 and UT-C4017.

Period of Performance: 10 Months

The estimated Value for this FACILITY WORK: \$2,474,566

- **Subtask W2.04**

Scope: Relocate approximately 1,135 LF of 14" water FACILITIES from the existing Parkway Drive and Dakota Ave. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 14" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4018 and UT-C4019.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$198,625

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- **Subtask W2.05**  
Scope: Relocate approximately 345 LF of 12” and 3,195 LF of 14” water FACILITIES adjacent to SR 99 between Dakota Ave and Clinton Ave. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 12” and 14” existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4019, UT-C4020, UT-C4021 and UT-C4022.  
Period of Performance: 3 Months  
The estimated Value for this FACILITY WORK: \$612,255
  
- **Subtask W2.06**  
Scope: Relocate approximately 1,090 LF of 12” and 1,095 LF of 16” water FACILITIES at Clinton Ave and Parkway Dr. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 12” and 16” existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4024.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$386,860
  
- **Subtask W2.07**  
Scope: Protect in place 8”, 10” and 16” water FACILITIES at Shaw Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4030.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$75,440
  
- **Subtask W2.08**  
Scope: Relocate approximately 345 LF of 2” and 285 LF of 10” water FACILITIES at Cornelia Ave and Santa Ana Ave. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 2” and 10” existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4024.  
Period of Performance: 1 Month  
The estimated Value for this FACILITY WORK: \$95,130
  
- **Subtask W2.09**  
Scope: Protect in place approximately 700 LF of water FACILITIES at Golden State Blvd and Clinton Ave. . FACILITY WORK is shown on Drawing UT-C4035.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$57,400

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- **Subtask W2.10**

Scope: Relocate approximately 1,879 LF of 12" water FACILITIES at McKinley Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4037, UT-C4046 and UT-C4047.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$449,834

- **Subtask W2.11**

Scope: Protect in place approximately 300 LF of 12" water FACILITIES at Golden State Blvd and Pine Ave. FACILITY WORK is shown on Drawing UT-C4038.

Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$24,600

- **Subtask W2.12**

Scope: Relocate approximately 95 LF of 10" and 2,746 LF of 12" water FACILITIES at Olive Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 10" and 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4041, UT-C

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$437,229

- **Subtask W2.13**

Scope: Relocate approximately 2,303 LF of 12" water FACILITIES at Belmont Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4041 and UT-C4042.

Period of Performance: 3 Months

The estimated Value for this FACILITY WORK: \$678,422

- **Subtask W2.14**

Scope: Relocate approximately 1,612 LF of 12" water FACILITIES at Belmont Ave and H St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4042 and UT-C4052.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$248,248

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- **Subtask W2.15**  
Scope: Relocate approximately 1,616 LF of 12" water FACILITIES near Divisadero and H St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4044 and UT-C4053.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$248,864
  
- **Subtask W2.16**  
Scope: Protect in place approximately 500 LF of 12" water FACILITIES at Fresno St and G St. FACILITY WORK is shown on Drawing UT-C4055.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$41,000
  
- **Subtask W2.17**  
Scope: Relocate approximately 722 LF of 12" water FACILITIES and protect in place approximately 357 LF of 12" water facilities near Tulare St and G St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4056  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$140,462
  
- **Subtask W2.18**  
Scope: Relocate approximately 77 LF of 8" and 1,760 LF of 12" water FACILITIES near Ventura St and H St. Furnish and Install approximately 120 LF of a 20" steel casing for future 12" reclaimed water line near Ventura St and H St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of 8" and 12" existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4057 and UT-C4059.  
Period of Performance: 3 Months  
The estimated Value for this FACILITY WORK: \$624,907
  
- **Subtask W2.19**  
Scope: Reconstruct approximately 120 LF of 12" water FACILITIES within a 20" steel casing at Monterey St and SR 41. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing 12" water FACILITIES. FACILITY WORK is shown on Drawing CB-1662.  
Period of Performance: 1 Month  
The estimated Value for this FACILITY WORK: \$439,208
  
- **Subtask W2.20**  
Scope: Reconstruct approximately 120 LF of 12" water FACILITIES within a 20" steel casing at California Ave and Railroad Ave. Work includes disconnecting existing water FACILITIES,

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connections to new water FACILITIES, excavation and removal of existing 12" water FACILITIES. FACILITY WORK is shown on Drawing CB-1662.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$342,240

- **Subtask W2.21**

Scope: Reconstruct approximately 120 LF of water FACILITIES within a steel casing at Cherry Ave and Railroad Ave. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing CB-1662.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$342,240

- **Subtask W2.22**

Scope: Reconstruct approximately 120 LF of water FACILITIES within a steel casing at Cherry Ave and Railroad Ave. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing CB-1662.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$342,240

- **Subtask W2.23**

Scope: Reconstruct approximately 120 LF of water FACILITIES within a steel casing at Florence Ave and Railroad Ave. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing CB-1663.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$342,240

- **Subtask W2.24**

Scope: Reconstruct approximately 120 LF of 10" water FACILITIES within a 16" steel casing at Church Ave and Railroad Ave. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing 10" water FACILITIES. FACILITY WORK is shown on Drawing CB-1663.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$342,240

- **Subtask W2.25**

Scope: Relocate approximately 1,000 LF of existing water FACILITIES near Church Ave and Railroad Ave. Reconstruct approximately 120 LF of existing water facilities within a steel casing near Church Ave and Railroad Ave. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing CB-1663.

Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$496,240

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- **Subtask W2.26**  
Scope: Reconstruct approximately 120 LF of 12" water FACILITIES within a 20" steel casing at East Ave and Railroad Ave. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing 12" water FACILITIES. FACILITY WORK is shown on Drawing CB-1663.  
Period of Performance: 1 Month  
The estimated Value for this FACILITY WORK: \$342,240
  
- **Subtask W2.27**  
Scope: Protect in place existing 12" and 14" water FACILITIES south of Orange Ave between Railroad Ave and Golden State Blvd. FACILITY WORK is shown on Drawing CB-1666.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$164,000
  
- **Subtask W2.28**  
Scope: Protect in place existing 12" water FACILITIES near Hardy Ave and Cedar Ave. FACILITY WORK is shown on Drawing CB-1667.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$32,800
  
- **Subtask W2.29**  
Scope: Protect in place existing 8" and 14" water FACILITIES near North Ave and Cedar Ave. FACILITY WORK is shown on Drawing CB-1667.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$65,600
  
- **Subtask W2.30**  
Scope: Protect in place existing 14" water FACILITIES near Muscat Ave and Cedar Ave. Reconstruct the water well at Pump Station 162 near Muscat Ave and Cedar Ave. Replacement well site shall be a minimum of 12,000 SF and capable of producing an equivalent production yield to the well it is replacing. Costs shall include, but not be limited to the following; site selection by the City Water Division, test bore and monitoring well to identify potential well yield and water quality, production well drilling, piping and onsite improvement design, and construction, inspection and well head treatment if applicable.  
FACILITY WORK is shown on Drawing CB-1668.  
Period of Performance: 36 Months  
The estimated Value for this FACILITY WORK: \$1,532,800
  
- **Subtask W2.31**  
Scope: Furnish and install a steel casing for future water facilities on Central Ave east of Cedar Ave. FACILITY WORK is shown on Drawing CB-1669.  
Period of Performance: 1 Month  
The estimated Value for this FACILITY WORK: \$342,240

**TASK ORDER NO. COF00002**  
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- **Subtask W2.32**

Scope: Furnish and install a steel casing for future water facilities on Malaga Ave east of Cedar Ave. FACILITY WORK is shown on Drawing CB-1670.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$342,240

- **Subtask W2.33**

Scope: Furnish and install a steel casing for future water facilities on American Ave east of Cedar Ave. FACILITY WORK is shown on Drawing CB-1671.

Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$342,240

### **3. Project Schedule**

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

### **4. Schedule for FACILITY WORK (This TASK ORDER Only)**

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

**Design:**

**Start Date:** January 2013

**Completion Date:** June 2013

**Construction:**

**Start Date:** June 2013

**Completion Date:** February 2016

**TASK ORDER NO. COF00002**  
CHSRP Interaction Removal or Relocation Plan

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**PERFORMANCE OF THE FACILITY WORK**

**1. Design**

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

**BY CITY:** CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

**BY AUTHORITY'S CONTRACTOR:** AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK.

**2. Construction**

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

**LIABILITY FOR WORK**

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$15,327,866.

**Cost Allocation**

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

**COST ESTIMATE**

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

**1. For Work by CITY**

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

**TASK ORDER NO. COF00002**  
CHSRP Interaction Removal or Relocation Plan

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**2. For Work by AUTHORITY'S CONTRACTOR**

AUTHORITY has prepared an initial cost estimate in the amount of \$15,327,866 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

**BETTERMENT, ACCRUED DEPRECIATION, SALVAGE**

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

**BILLING AND PAYMENT**

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

**CONTACTS**

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

**TASK ORDER NO. COF00002**  
CHSRP Interaction Removal or Relocation Plan

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**SIGNATURES**

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. \_\_\_\_\_ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. \_\_\_\_ and Agreement No. \_\_\_\_ shall be in full force and effect.

**CITY:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:**

**CITY'S Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature –CITY'S Legal Counsel

**California High Speed Rail Authority (AUTHORITY)**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:** \_\_\_\_\_

**AUTHORITY Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature - AUTHORITY Legal Counsel

**( CONTRACTOR):**

**TASK ORDER NO. COF00002**  
CHSRP Interaction Removal or Relocation Plan

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**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Signature**

Typed Name: \_\_\_\_\_

Typed Title: \_\_\_\_\_

**TASK ORDER NO. COF00003**  
CHSRP Interaction Removal or Relocation Plan

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Date: April 17, 2012  
CITY: City of Fresno  
Agreement No: 0000000  
Task Order No: COF00003  
Project Title: California High-Speed Rail Project

**GENERAL**

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

**FACILITY WORK TO BE DONE**

**1. Master Agreement**

This TASK ORDER is issued in order to authorize the FACILITY WORK described herein (FACILITY WORK). This TASK ORDER does not express all of the terms and conditions relevant to the FACILITY WORK; accordingly, the Master Agreement and all of the provisions thereof are incorporated into this TASK ORDER by this reference. Capitalized terms used but not identified in this TASK ORDER shall have the definitions set forth in the Master Agreement. All attachments referenced in this TASK ORDER are incorporated herein by such reference. All FACILITY WORK shall be performed in accordance with the requirements of the Master Agreement and, in the event of any inconsistency between the provisions of this TASK ORDER and the Master Agreement, the provisions of the Master Agreement shall prevail.

**2. Scope of Work**

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**  
AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L S, Suite 800, Sacramento, CA 95814.
- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**  
AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work.

**TASK ORDER NO. COF00003**  
CHSRP Interaction Removal or Relocation Plan

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- **Subtask F3.01**  
Scope: Relocate approximately 1,430 LF of fiber optic FACILITIES near G St and Fresno St. Work includes disconnect, new connections, excavate and remove existing fiber optic FACILITIES. FACILITY WORK is shown on Drawing UT-C4055.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$286,000
  
- **Subtask F3.02**  
Scope: Relocate approximately 1,000 LF of fiber optic FACILITIES near G St and Tulare St. Work includes disconnect, new connections, excavate and remove existing fiber optic FACILITIES. FACILITY WORK is shown on Drawing UT-C4056.  
Period of Performance: 2 Months  
The estimated Value for this FACILITY WORK: \$200,000
  
- **Subtask F3.03**  
Scope: Relocate approximately 3,292 LF of fiber optic FACILITIES along the UPRR ROW between Tulare St and Santa Clara St. Work includes disconnect, new connections, excavate and remove existing fiber optic FACILITIES. FACILITY WORK is shown on Drawing UT-C4056 and UT-C4057.  
Period of Performance: 4 Months  
The estimated Value for this FACILITY WORK: \$658,400

### **3. Project Schedule**

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

### **4. Schedule for FACILITY WORK (This TASK ORDER Only)**

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

**Design:**

**Start Date:** January 2013

**Completion Date:** June 2013

**Construction:**

**Start Date:** June 2013

**Completion Date:** February 2016

**TASK ORDER NO. COF00003**  
CHSRP Interaction Removal or Relocation Plan

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**PERFORMANCE OF THE FACILITY WORK**

**1. Design**

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

**BY CITY:** CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

**BY AUTHORITY'S CONTRACTOR:** AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK.

**2. Construction**

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

**LIABILITY FOR WORK**

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$1,144,400.

**Cost Allocation**

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

**COST ESTIMATE**

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

**1. For Work by CITY**

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

**TASK ORDER NO. COF00003**  
CHSRP Interaction Removal or Relocation Plan

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**2. For Work by AUTHORITY'S CONTRACTOR**

AUTHORITY has prepared an initial cost estimate in the amount of \$1,144,400 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

**BETTERMENT, ACCRUED DEPRECIATION, SALVAGE**

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

**BILLING AND PAYMENT**

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

**CONTACTS**

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

**TASK ORDER NO. COF00003**  
CHSRP Interaction Removal or Relocation Plan

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**SIGNATURES**

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. \_\_\_\_\_ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. \_\_\_\_ and Agreement No. \_\_\_\_ shall be in full force and effect.

**CITY:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:**

**CITY'S Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature –CITY'S Legal Counsel

**California High Speed Rail Authority (AUTHORITY)**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:** \_\_\_\_\_

**AUTHORITY Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature - AUTHORITY Legal Counsel

**( CONTRACTOR):**

**TASK ORDER NO. COF00003**  
CHSRP Interaction Removal or Relocation Plan

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**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Signature**

Typed Name: \_\_\_\_\_

Typed Title: \_\_\_\_\_

**TASK ORDER NO. COF00004**  
CHSRP Interaction Removal or Relocation Plan

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Date: April 17, 2012  
CITY: City of Fresno  
Agreement No: 0000000  
Task Order No: COF00004  
Project Title: California High-Speed Rail Project

**GENERAL**

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

**FACILITY WORK TO BE DONE**

**1. Master Agreement**

This TASK ORDER is issued in order to authorize the FACILITY WORK described herein (FACILITY WORK). This TASK ORDER does not express all of the terms and conditions relevant to the FACILITY WORK; accordingly, the Master Agreement and all of the provisions thereof are incorporated into this TASK ORDER by this reference. Capitalized terms used but not identified in this TASK ORDER shall have the definitions set forth in the Master Agreement. All attachments referenced in this TASK ORDER are incorporated herein by such reference. All FACILITY WORK shall be performed in accordance with the requirements of the Master Agreement and, in the event of any inconsistency between the provisions of this TASK ORDER and the Master Agreement, the provisions of the Master Agreement shall prevail.

**2. Scope of Work**

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**

AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L S, Suite 800, Sacramento, CA 95814.

- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**

AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work.

**TASK ORDER NO. COF00004**

CHSRP Interaction Removal or Relocation Plan

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- **Subtask R4.01**

Scope: Construct approximately 9,798 LF of a double track elevated viaduct, approximately a distance of 1,800 LF of retained fill walls on both sides to allow HST to go over Road 33 in Madera County, San Joaquin River, Union Pacific Rail Road Tracks, Motel Drive, Golden State Blvd, Katherine Way and Herndon Ave in Fresno County and approximately 480,000 SF of roadway modifications. Roadway modifications include the realignment of NB 99 on ramp, SB 99 off ramp, Golden State Blvd, Katherine Way, and Herndon Ave. FACILITY WORK is shown on Drawing SV1885, SV1886, SV1887, SV1888, SV1889, SV1890, SV1891, SV1892, SV1893 and SV1894

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$144,413,567

- **Subtask R4.02**

Scope: Construct a 6 lane bridge at Veterans Blvd in the City of Fresno and approximately 725,905 SF of roadway modifications. Roadway modifications include Veterans Blvd connector and realignment of Bullard Ave. FACILITY WORK is shown on Drawing CV-R1005-GSB, CV-R1013-GSB, ST-I1024 and ST-I1025.

Period of Performance: 30 Months

The estimated value for this FACILITY WORK is \$27,783,849

- **Subtask R4.03**

Scope: Construct a 62' x 54'- 11 ½" traffic bridge crossing over the Herndon Canal adjacent to Barstow Ave and Golden State Blvd. Construction of traffic bridge includes PC/PS box girders, concrete barriers, concrete channel lining, rock slope protection, structure approach slab, metal beam guard railing, abutments, CIP/PS concrete slab, ¾" polyester concrete overlay, PC/PS piles, pile caps and any other facilities required to meet the intent of the basis of design. FACILITY WORK is shown on drawing ST-I1001, ST-I1002 and ST-I1003.

Period of Performance: 12 Months

The estimated value for this FACILITY WORK is \$1,238,672

**Comment [v1]:** This crossing is also referenced in FID task order 1

- **Subtask R4.04**

Scope: Construct a 4 lane bridge at Shaw Ave in the City of Fresno and 740,280 SF of roadway modifications. Roadway modifications include realignment of Cornelia Ave, realignment of Weber Ave, realignment of Mission Ave, realignment of Santa Ana Ave and realignment of Jennifer Ave. FACILITY WORK is shown on Drawing CV-R1009-GSB, CV-R1014-GSB, CV-R1015-GSB, CV-R1016-GSB, CV-R1017-GSB, ST-I1004, ST-I1005, ST-I1006 and ST-I1007

Period of Performance: 30 Months

The estimated value for this FACILITY WORK is \$26,771,084

- **Subtask R4.05**

Scope: Construct a 4 lane bridge at Ashlan Ave in the City of Fresno and approximately 1,313,000 SF of roadway modifications. Roadway modifications include realignment of Ashlan Ave/ Marty Ave and Golden State Blvd/Ashlan Ave. FACILITY WORK is shown on Drawing ST-I1008, ST-I1009, ST-I1010 and ST-I1011

Period of Performance: 30 Months

The estimated value for this FACILITY WORK is \$36,093,649

**TASK ORDER NO. COF00004**

**CHSRP Interaction Removal or Relocation Plan**

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- **Subtask R4.06**

Scope: Construct approximately 2,301,000 SF of roadway modifications. Roadway modifications include the realignment of Golden State Blvd between SR 99 on Ramp located near Herndon Ave to Ashlan Ave, realignment of Kathryn Way, realignment of Bryan Ave, realignment of Bullard Ave, Carnegie Ave closure, realignment of Barstow Ave, realignment of Market Ave, realignment of State Ave, realignment of Cornelia Ave, realignment of Santa Ana Ave, realignment of Richert Ave, realignment of Swift Ave, realignment of Motel Dr. FACILITY WORK is shown on Drawing CV-R1001-GSB, CV-R1002-GSB, CV-R1003-GSB, CV-R1004-GSB, CV-R1005-GSB, CV-R1006-GSB, CV-R1007-GSB, CV-R1008-GSB, CV-R1009-GSB, CV-R1010-GSB, CV-R1011-GSB, CV-R1012-GSB, CV-R1013-GSB, CV-R1014-GSB, CV-R1015-GSB, CV-R1016-GSB, CV-R1017-GSB, CB1662 and CB1663.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$47,170,000

- **Subtask R4.07**

Scope: Construct approximately 803,600 SF of roadway modifications. Roadway modifications include the realignment of Golden State Blvd between Ashlan Ave and Belmont Ave, realignment of Valentine Ave, realignment of Parkway Dr, realignment of Cortland Ave and Golden State Blvd closure near Roeding Park. FACILITY WORK is shown on Drawing TT-D1006, TT-D1007, TT-D1008, TT-D1009, TT-D1010, TT-D1011, TT-D1012 and TT-D1013.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$16,072,00

- **Subtask R4.08**

Scope: Construct a 6 lane bridge at Clinton Ave in the City of Fresno and approximately xx SF of roadway modifications. Roadway modifications include the realignment of Parkway Dr, realignment of Cortland Ave, realignment of Valentine Ave, realignment of Clinton Ave Connector, realignment of Vassar Ave, realignment of Weber Ave/Clinton Ave, realignment of Woodson Ave, realignment of Pleasant Ave, realignment of Shields Ave, realignment of Princeton Ave, realignment of Vassar Ave, realignment of SR 99 SB off ramp, realignment of SR 99 SB, realignment of SR 99 NB off ramp and realignment of SR 99 NB on ramp. FACILITY WORK is shown on Drawing CV-R1010-R99, CV-R1012-R99, CV-R1013-R99, CV-R1016-R99, CV-R1017-R99, ST-I1012, ST-I1013, ST-I1014, ST-I1015, ST-I1016, ST-I1017, ST-I1018, ST-I1019 and ST-I1020.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$42,924,618

**Comment [v2]:** SR 99 realignment will be done by Caltrans which includes realignment of adjacent st.

- **Subtask R4.09**

Scope: Construct an undercrossing at McKinley Ave in the City of Fresno. FACILITY WORK is shown on Drawing ST-I1021, ST-I1022 and ST-I1023.

Period of Performance: 12 Months

The estimated value for this FACILITY WORK is \$1,687,500

- **Subtask R4.10**

Scope: Construct a 4 lane bridge at McKinley Ave in the City of Fresno and approximately 456,500 SF of roadway modifications. Roadway modifications include McKinley Ave Connector,

## TASK ORDER NO. COF00004

### CHSRP Interaction Removal or Relocation Plan

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realignment of Weber Ave, realignment of Golden Sate Blvd and West Ave/McKinley Ave intersection. FACILITY WORK is shown on Drawing CV-T1001 and ST-K1026.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$16,787,866

- **Subtask R4.11**

Scope: Construct a 4 lane bridge at Olive Ave in the City of Fresno and approximately 419,100 SF of roadway modifications. Roadway modifications include realignment of Golden State Blvd, realignment of West Ave, realignment of Brooks Ave, realignment of Weber Ave, realignment of Pine Ave, realignment of Olive Ave/Roeding Park entrance, realignment of Carruth Ave/Olive Ave and Delno Ave closure. FACILITY WORK is shown on Drawing CV-T1007, CV-T1004, CV-T1007 and ST-K1027.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$19,036,725

- **Subtask R4.12**

Scope: Remove existing bridge structure and construct a 4 lane bridge at Belmont Ave in the City of Fresno and approximately 575,300 SF of roadway modifications. Roadway modifications include Golden State Blvd closure, Harrison Ave closure, Thorne Ave closure, realignment of the intersection at Thorne Ave/Weber Ave, realignment of the intersection at Farris Ave/H St, realignment of Safford Ave/Belmont Ave, realignment of H St and realignment of Wesley Ave FACILITY WORK is shown on Drawing CV-T1009, ST-K1028 and ST-K1029.

Period of Performance: 30 Months

The estimated value for this FACILITY WORK is \$23,400,088

- **Subtask R4.13**

Scope: Replace existing box culvert crossing at Thorne Ave/ Dry Creek Canal in the City of Fresno and approximately 15,900 of roadway modifications. Roadway modifications include aprons for new box culvert. FACILITY WORK is shown on Drawing CV-R1001-THN.

Period of Performance: 8 Months

The estimated value for this FACILITY WORK is \$801,421

- **Subtask R4.14**

Scope: Construct approximately 214,000 SF of roadway modifications. Roadway modifications include the realignment of H St, realignment of Roosevelt Ave/ Divisadero St, realignment of Divisadero St/H St, realignment of Divisadero/G St and Divisadero St Closure. FACILITY WORK is shown on Drawing CV-T5001.

Period of Performance: 12 Months

The estimated value for this FACILITY WORK is \$4,280,000

- **Subtask R4.15**

Scope: Construct approximately 8,500 LF of a double track underground trench between Olive Ave and Stanislaus Ave. FACILITY WORK is shown on Drawing ST-Y1001, ST-Y1002, ST-Y1003, ST-Y1004, ST-Y1005, ST-Y1006, ST-Y1007, ST-Y1008 and ST-Y1009.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$374,000,000

**TASK ORDER NO. COF00004**

CHSRP Interaction Removal or Relocation Plan

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- **Subtask R4.16**

Scope: Construct a 2 lane bridge at Stanislaus St in the City of Fresno and approximately 87,800 SF of roadway modifications. Roadway modifications include new intersection at Broadway St and Stanislaus St and F St and Stanislaus St. FACILITY WORK is shown on Drawing TT-D1016, CV-T1013, ST-K1030 and ST-K1031.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$8,217,365

- **Subtask R4.17**

Scope: Construct a 2 lane bridge at Tuolumne St in the City of Fresno and approximately 87,800 SF of roadway modifications. Roadway modifications include new intersection at Broadway St and Tuolumne St and F St and Tuolumne St. FACILITY WORK is shown on Drawing TT-D1016, CV-T1013, ST-K1032 and ST-K1033.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$7,579,300

- **Subtask R4.18**

Scope: Construct a pedestrian bridge between Stanislaus St and Tuolumne St in the City of Fresno. Total length of bridge is approximately 1,158 LF measured along S-T POC line. FACILITY WORK is shown on Drawing ST-K1039.

Period of Performance: 18 Months

The estimated value for this FACILITY WORK is \$2,100,000

- **Subtask R4.19**

Scope: Construct an underpass at Fresno St in the City of Fresno and approximately 221,500 SF of roadway modifications. Roadway modifications include the realignment of the intersection at Fresno St/G St and realignment of G St between Merced St to Mariposa St. FACILITY WORK is shown on Drawing TT-D1016, CV-T1024, ST-K1004 and ST-K1041.

Period of Performance: 24 months

The estimated value for this FACILITY WORK is \$7,218,492

- **Subtask R4.20**

Scope: Construct a 2 lane bridge at Tulare St in the City of Fresno and approximately 260,300 SF of roadway modifications. Roadway modifications include F St closure at Tulare St, Kern St closure and remove existing at grade crossing at Kern St and UPRR Crossing. FACILITY WORK is shown on Drawing ST-K1034 and ST-K1035.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$14,878,307

- **Subtask R4.21**

Scope: Construct an underpass at Tulare St in the City of Fresno and approximately 74,500 SF of roadway modifications. Roadway modifications include a road structure at G St and Tulare St, new intersection at H St and Tulare St and F St and Tulare St. FACILITY WORK is shown on Drawing CV-T1018, ST-K1005, ST-K1006 and ST-K1036.

Period of Performance: 18 Months

The estimated value for this FACILITY WORK is \$2,672,657

**Comment [v3]:** Did not understand scope-review with PMT

**TASK ORDER NO. COF00004**  
CHSRP Interaction Removal or Relocation Plan

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- **Subtask R4.22**  
Scope: Construct 61,000 SF of roadway modifications. Roadway modifications include Kern St closure and Mono St closure. FACILITY WORK is shown on Drawing TT-D1017.  
Period of Performance: 6 Months  
The estimated value for this FACILITY WORK is \$1,220,000
  
- **Subtask R4.23**  
Scope: Construct a 4 lane bridge at Ventura St in the City of Fresno and approximately 441,000 SF of road modifications. Road modifications include realignment of Broadway St/Ventura St and Ventura St/F St. FACILITY WORK is shown on Drawing CV-T1021, ST-K1037 and ST-K1038.  
Period of Performance: 24 Months  
The estimated value for this FACILITY WORK is \$19,078,991
  
- **Subtask R4.24**  
Scope: Construct a pedestrian bridge at Ventura St in the City of Fresno. Total length of bridge is approximately 1,166 LF measured along VEN POC line. FACILITY WORK is shown on Drawing ST-K1040.  
Period of Performance: 18 Months  
The estimated value for this FACILITY WORK is \$2,100,000
  
- **Subtask R4.25**  
Scope: Construct approximately 445,600 SF of roadway modifications. Roadway modifications include the removal of Golden State Blvd Ramps at SR 41, California Ave closure, Rail Road Ave closure, Cherry Ave closure and Lorena St closure. FACILITY WORK is shown on Drawing CB1662 and CB1663.  
Period of Performance: 24 Months  
The estimated value for this FACILITY WORK is \$8,912,000
  
- **Subtask R4.26**  
Scope: Construct approximately 6,900 LF of a double track underground trench between Lorena St and Orange Ave and approximately 708,800 SF of roadway modifications. Roadway modifications include Florence Ave closure, Belgravia Ave closure, East Ave closure and Railroad Ave closure. FACILITY WORK is shown on Drawing CB1663, CB1664, CB1665, SV2191, SV2192, SV2193, SV2194, SV2195, SV2196, SV2197 and SV2198.  
Period of Performance: 36 Months  
The estimated value for this FACILITY WORK is \$317,776,000
  
- **Subtask R4.27**  
Scope: Construct approximately 5,458 LF of a double track elevated viaduct, approximately 1,165 LF of aerial steel truss bridges and approximately a distance of 2,932 LF of retained fill walls on both sides to allow HST to go over Golden State Blvd, Burlington Northern Santa Fe Railroad Tracks, Fresno Colony No 24 Canal, Hardy Ave, North Ave, Cedar Ave, SR 99, North Central No 26 Canal and Muscat Ave in the City of Fresno and approximately 95,300 SF of roadway modifications. Roadway modifications include Orange Ave closure and Malaga Ave

**TASK ORDER NO. COF00004**

**CHSRP Interaction Removal or Relocation Plan**

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closure. FACILITY WORK is shown on Drawing SV2201, SV2202, SV2203, SV2204, SV2205, SV2206, SV2207, SV2208, CB1665, CB1666, CB1667, CB1668 and CB1669.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$89,696,489

- **Subtask R4.28**

Scope: Construct a 4 lane bridge and a pedestrian bridge at Church Ave in the City of Fresno and approximately 600,000 SF of roadway modifications. Roadway modifications include the relocation and modification of the existing railroad crossing gates, closure of Railroad Ave, realignment of G St, realignment of Golden State Blvd, realignment of Old Church Ave, closure of East Ave. WORK is shown on Drawing CB1664, CT1021.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$23,180,206

- **Subtask R4.29**

Scope: Construct a 2 lane bridge at Central Ave in the City of Fresno and approximately 370,000 SF of roadway modifications. Roadway modifications include a new intersection at Central Ave and Cedar Ave. WORK is shown on Drawing CB1669 and CT1025.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$18,580,206

- **Subtask R4.30**

Scope: Construct a 2 lane bridge at American Ave in the City of Fresno and approximately 300,000 SF of roadway modifications. Roadway modifications include new intersections at American Ave and Maple Ave and American Ave and Cedar Ave. WORK is shown on Drawing CB1671 and CT1028.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$15,859,955

### **3. Project Schedule**

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

### **4. Schedule for FACILITY WORK (This TASK ORDER Only)**

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

**Design:**

**Start Date:** January 2013

**Completion Date:** June 2013

**Construction:**

**Start Date:** June 2013

**Completion Date:** February 2016

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**PERFORMANCE OF THE FACILITY WORK**

**1. Design**

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

**BY CITY:** CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

**BY AUTHORITY'S CONTRACTOR:** AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK.

**2. Construction**

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

**LIABILITY FOR WORK**

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$1,321,471,007.

**Cost Allocation**

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

**COST ESTIMATE**

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

**1. For Work by CITY**

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

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**2. For Work by AUTHORITY'S CONTRACTOR**

AUTHORITY has prepared an initial cost estimate in the amount of \$1,321,471,007 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

**BETTERMENT, ACCRUED DEPRECIATION, SALVAGE**

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

**BILLING AND PAYMENT**

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

**CONTACTS**

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

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**SIGNATURES**

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. \_\_\_\_\_ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. \_\_\_\_ and Agreement No. \_\_\_\_ shall be in full force and effect.

**CITY:**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:**

**CITY'S Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature -CITY'S Legal Counsel

**California High Speed Rail Authority (AUTHORITY)**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature

**Typed Name:** \_\_\_\_\_

**Typed Title:** \_\_\_\_\_

**AUTHORITY Legal Review**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Signature - AUTHORITY Legal Counsel

**( CONTRACTOR):**

**TASK ORDER NO. COF00004**  
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**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Signature**

Typed Name: \_\_\_\_\_

Typed Title: \_\_\_\_\_