California High-Speed Rail

Agreement Status

RFP No. HSR 11-16
Addendum No. 4
July 31, 2012

Entity: AT&T

Entity Role:	AT&T will perform all design and construction services for Facility Work.
Master Agreement:	Draft Master Agreement has been sent to AT&T for review and comment. AT&T has not provided comments
Task Orders:	Draft Task Order is being prepared.
DISCLAIMER:	**Because the Master Agreement has not yet been approved by the AT&T Board of Directors, the Authority cannot represent that there will be no substantive changes to the draft Master Agreement as provided. The Master Agreement and draft Task Orders are being provided for informational purposes only, and the draft Task Orders are subject to the express limitations set forth in the General Provisions.**

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MASTER AGREEMENT

Financial Project ID:		**Federal Project ID:**	
County:	**Fresno**	**AUTHORITY Document No:**	

PARTIES

THIS AGREEMENT, entered into this _____ day of _____, _____ (the "Master Agreement"), by and between the California High Speed Rail Authority, an agency of the State of California, whose principal place of business and mailing address is 770 L Street, Suite 800, Sacramento, California 95814, hereinafter referred to as the "AUTHORITY", and AT&T of California a California Corporation principal mailing address is 5555 East Olive, Fresno, CA 93727, hereinafter referred to as the "UTILITY OWNER".

RECITALS

WHEREAS, UTILITY OWNER 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 rail corridor; and

WHEREAS, 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 ("S&H 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 UTILITY OWNER's FACILITIES are located; and

WHEREAS, PROJECT(s) may require the location (vertically and/or horizontally, protection, relocation, installation, removal, or some combination thereof, of UTILITY OWNER's FACILITY; and

WHEREAS, AUTHORITY and UTILITY OWNER desire to enter into an agreement which establishes the contractual terms and conditions applicable to the location, protection, relocation, installation, removal or some combination thereof, of UTILITY OWNER's FACILITY

ACCORDINGLY, AUTHORITY and UTILITY OWNER hereby agree as follows:

1. DEFINITIONS

As used in this agreement, the following terms have the following meanings.

1.1 AUTHORITY

"AUTHORITY" means the California High Speed Rail Authority and its authorized representatives.

1.2 AUTHORITY'S CONTRACTOR

"AUTHORITY'S CONTRACTOR" means the proposer who is awarded the design and construction of any of the PROJECT(s).

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1.3 BETTERMENT

"BETTERMENT" means any improvement to UTILITY OWNER's FACILITY that is requested by UTILITY OWNER and is required to be provided by AUTHORITY pursuant to any fully executed TASK ORDER that identifies such improvements as a BETTERMENT.

As employed herein, BETTERMENT does not include those differences in cost caused by changes in manufacturing standards, availability of materials, regulatory requirement, or any upgrading required by any applicable standard specifications, standards of practice and construction methods applied to comparable facilities constructed by or for the UTILITY OWNER at its own expense, which are in effect as of the date of execution of the Master Agreement.

1.4 FACILITY

"FACILITY" is synonymous with utility facility, and refers to 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.

1.5 FACILITY WORK

"FACILITY WORK" means those activities related to the relocation of a FACILITY or construction of a new FACILITY (or any combination thereof) that will remain the property of the UTILITY OWNER.

1.6 HAZARDOUS MATERIAL

"Hazardous material(s)" means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.

1.7 NOTICE TO UTILITY OWNER

"NOTICE TO UTILITY OWNER" means a formal written demand as required by law.

1.8 PARTIES

"PARTIES" refers to the AUTHORITY and UTILITY OWNER, collectively.

1.9 RELOCATION

"RELOCATION" means removal, protection or any other rearrangement or modification of UTILITY OWNER's FACILITY as ordered and approved by AUTHORITY to accommodate AUTHORITY's PROJECT(s). RELOCATION shall include, but not be limited to the preparation of and submission by UTILITY OWNER or AUTHORITY's CONTRACTOR RELOCATION 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 AUTHORITY and/or UTILITY OWNER.

1.10 RIGHT OF WAY OF UTILITY OWNER

"RIGHT OF WAY OF UTILITY OWNER" means a property right held by UTILITY OWNER in the form of either a recorded or fully executed deed in the usual form or other recorded or fully executed valid instrument that conveys a permanent property right

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to UTILITY OWNER for the FACILITY to be located in a defined area of real property, or a defined area within the PROJECT(s) right of way that is subject to a recorded Joint Use Agreement or Consent to Common Use Agreement.

1.11 TASK ORDER

"TASK ORDER" means a work order or agreement executed by AUTHORITY, AUTHORITY's CONTRACTOR, and UTILITY OWNER detailing FACILITY WORK specific to a particular FACILITY's relocation or replacement.

1.12 UNFORESEEN WORK

"UNFORESEEN WORK" means 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.

1.13 WASTED WORK

"WASTED WORK" means 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 both PARTIES. 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.

2. WORK TO BE COMPLETED

2.1 FACILITY WORK

In general, the FACILITY WORK involves the relocation or replacement of existing FACILITIES (or any combination thereof) that will remain the property of UTILITY OWNER. FACILITY 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). FACILITY WORK specific to a particular FACILITY's relocation or replacement shall be detailed in a subsequently executed Task Order Agreement.

2.2 TASK ORDERS

FACILITY WORK specific to a particular FACILITY's relocation or replacement shall be detailed in a TASK ORDER executed by AUTHORITY, AUTHORITY's CONTRACTOR and UTILITY OWNER. 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 FACILITY WORK for a specific FACILITY. Format of TASK ORDER and its content shall be mutually agreed upon by AUTHORITY, AUTHORITY's CONTRACTOR and UTILITY OWNER.

2.3 BETTERMENT WORK AT UTILITY OWNER'S REQUEST

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

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2.4 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 OWNER shall be obligated to comply with AUTHORITY's determination.

3. LIABILITY FOR WORK

3.1 GENERAL

Liability for the cost of FACILITY WORK shall be determined by statute, superior rights, prescriptive rights or by permit, collectively referred to as ("PRIOR RIGHTS"). UTILITY OWNER is responsible to prepare, document and submit a claim for its declared right of occupancy in the defined property area where UTILITY OWNER's FACILITY is located.

3.2 AUTHORITY'S EXPENSE

Unless UTILITY OWNER agrees otherwise herein, FACILITY WORK will be performed at AUTHORITY's expense in circumstances where by PRIOR RIGHTS, it is determined that the cost for such work shall be borne by AUTHORITY. The burden of establishing PRIOR RIGHTS rests with the UTILITY OWNER.

3.3 UTILITY OWNER'S EXPENSE

FACILITY WORK will be performed at UTILITY OWNER's EXPENSE where:

(A) Work is mutually determined herein to be a BETTERMENT as defined in Section 1.3;
(B) UTILITY OWNER is unable to produce adequate documentation of its PRIOR RIGHTS to the property area where its FACILITY is located;
(C) It is determined by PRIOR RIGHTS that the cost for such work shall be borne by UTILITY OWNER; or
(D) UTILITY OWNER agrees herein.

3.4 SHARED EXPENSE

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

3.5 LIABILITY IN DISPUTE

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

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3.6 CLAIMS BY AUTHORITY'S CONTRACTOR CLAIMS

In the event AUTHORITY's CONTRACTOR makes any claim against AUTHORITY relating to the FACILITY WORK, AUTHORITY will notify UTILITY OWNER of the claim and UTILITY OWNER will cooperate with AUTHORITY in assessing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between UTILITY OWNER and AUTHORITY's CONTRACTOR shall be in writing, shall be subject to written AUTHORITY concurrence, and shall specify the extent to which it resolves the claim against AUTHORITY.

Because the FACILITY WORK may be reimbursable to UTILITY OWNER under this Agreement, AUTHORITY may withhold reimbursement to UTILITY OWNER until final resolution (including any actual payment required) of all claims relating to the FACILITY WORK. The right to withhold shall be limited to actual claim payments made by AUTHORITY to AUTHORITY's CONTRACTOR.

3.7 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 UTILITY 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 UTILITY OWNER 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 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 UTILITY OWNER's receipt of such decision. In connection with any appeal of the AUTHORITY's decision, the UTILITY 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 UTILITY 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 UTILITY 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 UTILITY OWNER'S claim and any award by resolver of the dispute shall be limited to the incremental costs incurred by the UTILITY OWNER with

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respect to the disputed matter (crediting the AUTHORITY for any corresponding reduction in the UTILITY OWNER's other costs) and shall in no event exceed the amounts allowed hereunder with respect thereto.

4. PERFORMANCE OF WORK

4.1 GENERAL

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

4.2 UTILITY OWNER PERFORMS FACILITY WORK

When all or a portion of the utility work is to be performed by UTILITY OWNER, UTILITY OWNER agrees to provide and furnish all necessary labor, materials, tools, and equipment required, and to execute said work diligently to completion and to:

(A) Perform work with its own forces, or

(B) Cause the work to be performed by a contractor, employed by UTILITY OWNER on a continuing basis pursuant to a written contract, or

(C) Cause the work to be performed through a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure to perform work of this type.

Upon the issuance of a Notice to UTILITY OWNER, UTILITY OWNER shall diligently undertake, or cause to be undertaken, the FACILITY WORK in accordance with AUTHORITY's or AUTHORITY's CONTRACTOR's PROJECT schedule and/or timeline as specified in the TASK ORDER for that specific FACILITY WORK. UTILITY OWNER agrees to be solely responsible for all costs to AUTHORITY and/or AUTHORITY's CONTRACTOR associated with any delay on the part of UTILITY OWNER in completing the FACILITY WORK in accordance with the schedule and/or timeline specified in the TASK ORDER for that specific FACILITY WORK.

UTILITY OWNER shall submit a Notice of Completion to AUTHORITY within 30 days of the completion of the FACILITY WORK.

Pursuant to Public Works Case No. 2001-059 as determined by the California Department of Industrial Relations and dated October 25, 2002, work performed by UTILITY OWNER's CONTRACTOR is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. Additionally, UTILITY OWNER shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto. UTILITY OWNER shall verify compliance with these requirements in the administration of its contracts referenced above.

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4.3 AUTHORITY'S CONTRACTOR PERFORMS WORK

When all or portion of the FACILITY WORK is to be performed by AUTHORITY or AUTHORITY's CONTRACTOR, UTILITY OWNER 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 UTILITY OWNER, UTILITY OWNER 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.

4.4 INSURANCE

Any Design Contract, Construction Contract or Design/Build Contract entered into by AUTHORITY or UTILITY OWNER in connection with the FACILITY WORK shall contain a provision which requires the contractor, as part of the liability insurance requirements, to provide an endorsement (using the 1985 edition of form CG-20-10) to each policy of general or automobile liability insurance that names as additional insureds to such policy (not subject to any premiums or assessments) UTILITY OWNER and AUTHORITY and their respective officers and employees, as well as such other additional insureds as either AUTHORITY or UTILITY OWNER shall reasonably require (provided that the risk and cost assumed by either AUTHORITY or UTILITY OWNER under this Agreement does not increase as a result of naming such other additional insureds). The PARTIES referred to in the previous sentence are collectively referred to herein as the "Additional Insured Group". Unless otherwise mutually agreed upon by the PARTIES, (a) Construction Contractors shall provide evidence of at least **[required coverage's and liability amounts to be determined]**, (b) Design contractors shall provide evidence of at least **[required coverage's and liability amounts to be determined]**, and (c) Design/Build Contractors shall provide evidence of at least **[required coverage's and liability amounts to be determined]**. Prior to commencement of work, a Certificate evidencing the required coverage and providing that said coverage shall not be reduced in scope or cancelled without thirty (30) days prior written notice to UTILITY OWNER and AUTHORITY shall be transmitted directly by the insurer to UTILITY OWNER and AUTHORITY. UTILITY OWNER recognizes and agrees that all or part of such insurance can be provided by the AUTHORITY through an owner-controller insurance program.

4.5 STAKEHOLDER COLLABORATION

In signing this Agreement, UTILITY OWNER 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 FACILITY 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

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workshop, stakeholders will develop procedures and agreements (including TASK ORDERs) as specified in APPENDIX D, "STAKEHOLDER COLLABORATION," included herein, to facilitate the collaborative relationship and aid in identifying and resolving issues as they arise throughout the PROJECT(s).

Reimbursement to UTILITY OWNER for the cost of participation in the initial workshop and subsequent stakeholder 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 D, 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.

5. PAYMENT FOR WORK

5.1 COST OF FACILITY WORK

Cost of FACILITY 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 reasonable and usual indirect and overhead charges attributable to that work, and any necessary new private FACILITY right of way involved in the FACILITY WORK, except as follows:

(A) In any case in which AUTHORITY is required under the provisions of this Agreement to pay its share of the cost of relocation of any utility FACILITY, AUTHORITY shall be entitled to credits as follows:

(1) The amount of any betterment to the utility FACILITY resulting from such relocation.
(2) The salvage value of any materials or parts salvaged and retained by UTILITY OWNER.
(3) If a new utility FACILITY or portion thereof is constructed to accomplish such relocation, an amount bearing the same proportion to the original cost of the displaced FACILITY or portion thereof as its age bears to its normal expected life.

$$\textbf{Credit} = \frac{\textbf{Age of FACILITY}}{\textbf{Normal expected life}} \times \textbf{Original cost}$$

(B) A credit shall not be allowed against any portion of the cost that is otherwise chargeable to UTILITY OWNER.
(C) A credit allowance for age shall not be applied to publicly owned sewers.
(D) Eligible UTILITY OWNER costs shall include only those authorized under Title 23 C.F.R. Part 645, Subpart A. UTILITY OWNER 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

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5.2 PAYMENT FOR THE COST OF FACILITY WORK

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

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

5.3 INVOICING PROCEDURES

UTILITY OWNER will invoice AUTHORITY'S CONTRACTOR in accordance with the invoicing procedures of AUTHORITY'S CONTRACTOR.

6. GENERAL CONDITIONS

6.1 DEACTIVATED FACILITIES

UTILITY OWNER'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. UTILITY OWNER acknowledges its present and continuing ownership of and responsibility for the DEACTIVATED FACILITIES.

B. If AUTHORITY subsequently agrees to allow UTILITY OWNER to leave the DEACTIVIATED FACILITIES located within the right of way, it shall be subject to the continuing satisfactory performance of the conditions of this Agreement by UTILITY OWNER. In the event of a breach of this Agreement by UTILITY OWNER, the DEACTIVATED FACILITIES shall be removed upon demand from AUTHORITY.

C. UTILITY OWNER shall take such steps to secure the DEACTIVATED FACILITIES and otherwise make such DEACTIVATED FACILITIES safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of UTILITY OWNER to use due care in its

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dealings with others. UTILITY OWNER shall be solely responsible for gathering all information necessary to meet these obligations.

D. UTILITY OWNER shall keep and preserve all records relating to the DEACTIVATED FACILITIES, including, but not limited to, records of the location, nature of, and steps taken to safely secure the DEACTIVATED FACILITIES and shall promptly respond to information requests from AUTHORITY concerning the DEACTIVATED FACILITIES or other permitees using or seeking use of the right of way.

E. UTILITY OWNER shall remove the DEACTIVATED FACILITIES upon thirty (30) days' prior written request of AUTHORITY in the event that AUTHORITY determines removal necessary for any of the following reasons: AUTHORITY needs the use of the right of way, right of way is needed for other active FACILITIES that cannot be otherwise accommodated, or where the DEACTIVATED FACILITY adversely affects safety and operation of the PROJECT(s). In the event that the DEACTIVATED FACILITIES would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of UTILITY OWNER and without any right of UTILITY OWNER to object or make any claim of any nature whatsoever with regard thereto. In the event that the DEACTIVATED FACILITIES would have qualified for reimbursement, removal of the DEACTIVATED FACILITIES shall be reimbursed by AUTHORITY as though the DEACTIVATED FACILITIES had not been DEACTIVATED. In the event that UTILITY OWNER fails to perform the removal properly within the specified time, AUTHORITY may proceed to perform the removal at UTILITY OWNER's sole expense.

F. Except as otherwise provided, UTILITY OWNER agrees that the DEACTIVATED FACILITIES shall forever remain the legal and financial responsibility of UTILITY OWNER. UTILITY OWNER shall reimburse AUTHORITY for any and all costs of any nature whatsoever resulting from the presence of the DEACTIVATED FACILITIES within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the DEACTIVATED FACILITIES or from the presence of any hazardous substance or material in the DEACTIVATED FACILITIES or the discharge of hazardous substances or materials from the DEACTIVATED FACILITIES.

6.2 DEFAULT

In the event that UTILITY OWNER 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

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Law, UTILITY OWNER may pursue a claim for damages suffered.

Termination of this Agreement shall not relieve either PARTY 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.

AUTHORITY may unilaterally cancel this Agreement for refusal by UTILITY OWNER to allow access to all public documents, papers, letters, or other material that is made or received by UTILITY OWNER in conjunction with this Agreement.

If AUTHORITY's PROJECT(s) which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by UTILITY OWNER, AUTHORITY will notify UTILITY OWNER in writing, and AUTHORITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

Notwithstanding any dispute, the PARTIES agree that they will continue their respective performances required hereunder, including payment of undisputed billings, and such continued efforts and payments of billings (whether or not disputed) shall not be construed as a waiver of any legal right or power of any PARTY under this Agreement or any other agreement or TASK ORDERS executed pursuant hereto, or otherwise available pursuant to applicable law. The PARTIES acknowledge and agree that delays in RELOCATIONs may impact the public convenience, safety and welfare, and that monetary damages could be inadequate to compensate for delays in the construction of the PROJECT. Consequently, the PARTIES shall be entitled to specific performance in the event of any breach of this Agreement that imminently threatens to delay PROJECT(s) construction.

6.3 INDEMNIFICATION

Each PARTY shall hold harmless, and indemnify the other PARTY and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of either PARTY or its officers, agents, employees, engineers, contractors or subcontractors in carrying out either PARTY'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 PARTIES indemnified or their respective agents, servants, or independent contractors who are directly responsible to such indemnified PARTY.

When AUTHORITY receives a notice of claim for damages that may have been caused by UTILITY OWNER in the performance of services required under this Agreement, AUTHORITY will immediately forward the claim to UTILITY OWNER. UTILITY OWNER and AUTHORITY will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, AUTHORITY will determine whether to require the participation of UTILITY OWNER in the defense of the claim or to require UTILITY

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OWNER to defend AUTHORITY in such claim as described in this section. AUTHORITY's failure to notify UTILITY OWNER of a claim shall not release UTILITY OWNER from any of the requirements of this section.

UTILITY OWNER's obligation to defend and indemnify shall not be excused because of UTILITY OWNER's inability to evaluate liability or because UTILITY OWNER evaluates liability and determines UTILITY OWNER is not liable or determines AUTHORITY is solely negligent. Only a final adjudication or judgment finding AUTHORITY solely negligent shall excuse performance of this provision by UTILITY OWNER. UTILITY OWNER shall pay all costs and fees related to this obligation and its enforcement by AUTHORITY. AUTHORITY's delay in notifying UTILITY OWNER of a claim shall not release UTILITY OWNER of the above duty to defend.

6.4 FORCE MAJEURE

Neither UTILITY OWNER 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, UTILITY OWNER 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 UTILITY OWNER for the reasonable and actual costs of such efforts.

6.5 UTILITY OWNER'S FACILITY AND RIGHT OF WAY

UTILITY OWNER's FACILITIES shall at all times remain the property of and be properly protected and maintained by UTILITY OWNER.

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

Whenever UTILITY OWNER's affected FACILITIES are to be relocated from the existing right of way of UTILITY OWNER to a new location that falls outside such existing right of way of UTILITY OWNER, 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 UTILITY OWNER. For such RELOCATED FACILITIES, AUTHORITY shall issue, or cause to be issued, to UTILITY OWNER, without charge to UTILITY OWNER or credit to AUTHORITY, appropriate replacement rights in the new location mutually acceptable to both AUTHORITY and UTILITY OWNER for those

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rights previously held by UTILITY OWNER 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 UTILITY OWNER shall jointly execute an agreement for joint use. In consideration for these replacement rights being issued by AUTHORITY, UTILITY OWNER shall subsequently convey to AUTHORITY, or its nominee, within AUTHORITY's right of way, all of its corresponding right, title and interest within UTILITY OWNER's existing right of way so vacated.

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

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

6.6 AGREEMENT FINAL EXPRESSION OF THE PARTIES

This Agreement constitutes the complete and final expression of the PARTIES with respect to the subject matter and supersedes all prior agreements, understandings, or negotiations, except that the PARTIES understand and agree that AUTHORITY will have 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 UTILITY OWNER as soon as practicable after they become available. The AUTHORITY shall pay for any damages suffered by or costs incurred by UTILITY OWNER for activities that may be required as a result of AUTHORITY'S policies and procedures. Such activities will be set forth in the TASK ORDER specific to that FACILITY WORK. This Agreement cannot be modified except by an instrument, in writing, signed by each of the PARTIES.

6.7 SEVERABILITY

Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

6.8 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any action shall lie exclusively in Sacramento County, California.

6.9 NOTICES

All required notices may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided, in which case service is effective on the date of actual receipt. UTILITY OWNER shall have a continuing obligation to notify AUTHORITY of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

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If to UTILITY OWNER:
UTILITY OWNER Name: _____
Person in Charge: _____
Address: _____
_____

If to AUTHORITY:
AUTHORITY: CALIFORNIA HIGH SPEED RAIL AUTHORITY
Person in Charge: Thomas Fellenz, General Counsel
Address: 770 L Street, Suite 800
Sacramento, CA 95814

6.10 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.

6.11 HAZARDOUS MATERIAL

Upon discovery of HAZARDOUS MATERIAL in connection with the FACILITY WORK, both UTILITY OWNER and AUTHORITY's CONTRACTOR shall immediately confer to explore all reasonable alternatives and agree on a course of action, and UTILITY OWNER shall immediately reschedule the work in accordance with AUTHORITY'S CONTRACTOR reasonable schedule and in compliance with existing statutes or regulations concerning the disposition of HAZARDOUS MATERIAL.

A. AUTHORITY will pay, in its entirety, those costs for additional necessary effort undertaken within AUTHORITY's right of way to comply with existing statutes or regulations concerning the disposition of HAZARDOUS MATERIAL found as a consequence of that FACILITY WORK, unless such conditions are attributable to UTILITY OWNER's existing installation or operation.

B. Those costs for additional necessary efforts undertaken within the area of the replacement property right located outside AUTHORITY's right of way which is required to comply with existing statutes or regulations concerning the disposition of HAZARDOUS MATERIAL shall be allocated between the PARTIES pursuant to the provisions of Section 5, "PAYMENT FOR WORK."

C. Each PARTY to this Agreement retains the right to pursue recovery of its share of any such HAZARDOUS MATERIAL related costs from the other PARTY or third parties in accordance with existing law.

6.12 SUCCESSORS AND ASSIGNS

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

6.13 THIRD PARTIES

This Agreement is not intended to create a third party beneficiary or define duties,

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obligations, or rights in parties not signatory to this Agreement. This Agreement is not intended to affect the legal liability of PARTIES by imposing any standard of care for completing WORK different form the standards imposed by law.

6.14 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.

6.15 AMERICAN RECOVERY AND REINVESTMENT ACT AND AUTHORITY

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

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement effective the day and year first written.

UTILITY OWNER:

BY: _____ DATE: _____
Signature

Typed Name: _____

Typed Title: _____

Approval by the California High Speed Rail Authority

BY: _____ DATE: _____
Signature

AUTHORITY Legal Review

BY: _____ DATE: _____
Signature - AUTHORITY Legal Counsel

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APPENDIX A – TASK ORDER FORM

Date: MM/DD/YYYY

UTILITY OWNER:

Agreement No: 0000000

Work Order No: 0000000

Project Title: California High-Speed Rail Project

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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 UTILITY OWNER. Each FACILITY that requires RELOCATION will be handled under a separate subtask of this TASK ORDER.

WORK TO BE COMPLETED

Master Agreement

This TASK ORDER is issued in order to authorize the 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.

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.

EXAMPLE

Subtask X.XX

Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing Facilities): *[Insert location and general description of the work]*

Subject Work to be Performed by Parties Pursuant to this TASK ORDER: *[Specify the respective design and construction responsibilities of each party]*

Project Schedule

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

Schedule for FACILITY WORK (This TASK ORDER Only)

UTILITY OWNER shall complete the design and construction work in accordance with the schedule specified in this TASK ORDER. UTILITY OWNER shall commence construction work only after acceptance of the final design for such work in accordance with Appendix B – Design Build Procedures of the Master Agreement.

Design:
Start Date:
Completion Date:

Construction:
Start Date:
Completion Date:

PERFORMANCE OF THE FACILITY WORK

Design

The design furnished by UTILITY OWNER pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix B – 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, UTILITY OWNER, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix B – Design Build Procedures of the Master Agreement.

BY UTILITY OWNER: [Insert work to be completed by owner –design, construct, review, inspect, etc.]

BY AUTHORITY'S CONTRACTOR: [Insert work to be completed by AUTHORITY'S CONTRACTOR – coordination]

Construction

UTILITY OWNER 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, UTILITY OWNER and AUTHORITY shall each

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be responsible for the cost of the FACILITY WORK as specified herein.

Cost Allocation

AUTHORITY pays _____% and UTILITY OWNER pays _____% 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.

For Work by UTILITY OWNER

UTILITY OWNER'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 B – Design Build Procedures of this Master Agreement.

[Select (and complete, if necessary) the one appropriate provision, and delete the inapplicable provisions]

UTILITY OWNER estimates that its total actual cost for the FACILITY WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the "ACTUAL COST," will be approximately $_____. UTILITY OWNER's ACTUAL COST for the FACILITY WORK shall be developed in accordance with 23 C.F.R. 645.117, pursuant to either *[check one]*

☐ A work order accounting procedure prescribed by the applicable Federal or State regulatory body; or

☐ An established accounting procedure developed by UTILITY OWNER and which UTILITY OWNER uses in its regular operations. Any costs included in the Actual Cost shall be reasonable, and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for UTILITY OWNER at UTILITY OWNER's full expense. The parties agree that _____% of UTILITY OWNER's Actual Cost will be attributed to BETTERMENT.

– OR –

UTILITY OWNER is responsible for 100% of its costs for FACILITY WORK costs pursuant to this TASK ORDER. Accordingly, UTILITY OWNER is not required to report such costs to AUTHORITY.

For Work by Authority's Contractor

AUTHORITY'S CONTRACTOR shall prepare a 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

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incorporate the approved estimate.

BETTERMENT, ACCRUED DEPRECIATION, SALVAGE

UTILITY OWNER 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.

[Select (and complete if necessary) the one appropriate provision, and delete the inapplicable provisions]

The FACILITY WORK includes BETTERMENT to UTILITY OWNER's FACILITIES by reason of _____ in the estimated amount of $_____. Such estimate has been calculated by multiplying the estimated cost of the FACILITY WORK (including such BETTERMENT) by _____% (the "BETTERMENT Percentage").

– OR –

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

– OR –

The parties have not yet determined if the FACILITY WORK includes any BETTERMENT, or have not yet determined the amount attributable to BETTERMENT. Upon such determination, the parties shall revise this TASK ORDER as appropriate.

BILLING AND PAYMENT

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

SIGNATURES

This TASK ORDER shall become effective upon the later of:

The date of signing by the last party signing this TASK ORDER, or

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, UTILITY OWNER, 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.

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MASTER AGREEMENT

UTILITY OWNER:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title:

UTILITY OWNER'S Legal Review

BY: _____ **DATE:** _____
Signature – UTILITY OWNER'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):

BY: _____ **DATE:** _____
Signature
Typed Name: _____ ____

Typed Title: _____

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APPENDIX B – DESIGN BUILD PROCEDURES

1. INITIAL COORDINATION

A. UTILITY OWNER shall advise AUTHORITY in writing of the place and the name and telephone number of a contact person for UTILITY OWNER who has charge over the FACILITY WORK and will serve as the primary contact for UTILITY OWNER on all related issues.

B. AUTHORITY will compile information from UTILITY OWNER that will illustrate the nature and locations of UTILITY OWNER'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. UTILITY OWNER will furnish markups to AUTHORITY of their existing and proposed FACILITIES 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. UTILITY OWNER 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 UTILITY OWNER, AUTHORITY or AUTHORITY's CONTRACTOR, as such; the UTILITY OWNER shall take sole and full responsibility for the accuracy of their depicted FACILITIES.

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

Performance of the FACLITY WORK will be in accord with the following Method:

UTILITY OWNER performs all design and construction services for the FACILITY WORK.

A. At such time as UTILITY OWNER has plans prepared to a level where the impact on UTILITY OWNER'S FACILITIES and the nature and extent of the FACILITY WORK can be determined, hereinafter referred to as FACILITY PLANS, UTILITY OWNER will provide a copy of the FACILITY PLANS to

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AUTHORITY and AUTHORITY'S CONTRACTOR. The FACILITY PLANS shall include a preliminary FACILITY WORK design concept which was created by UTILITY OWNER.

B. AUTHORITY or AUTHORITY'S CONTRACTOR shall have fifteen (15) working days from receipt of the FACILITIY PLANS to review them, and provide comments to UTILITY OWNER.

C. At such time as UTILITY OWNER has prepared final FACILITY PLANS, including the FACILITY WORK, UTILITY OWNER will provide a copy thereof to AUTHORITY and AUTHORITY'S CONTRACTOR. The final FACILITY PLANS shall incorporate the comments of AUTHORITY or AUTHORITY'S CONTRACTOR. If any portion of the FACILITY WORK is at the AUTHORITY's expense, UTILITY OWNER shall also prepare a detailed project schedule and an itemized cost estimate for the FACILITY WORK.

D. In the event that AUTHORITY finds any deficiencies in the schedule and estimate, AUTHORITY will notify UTILITY OWNER in writing of the deficiencies and UTILITY OWNER will correct the deficiencies and return corrected documents within the time stated in the notice.

E. After AUTHORITY receives corrected schedule and estimate, AUTHORITY will issue a Task Order to UTILITY OWNER which authorizes the FACILITY WORK to proceed.

F. AUTHORITY OR AUTHORITY'S CONTRACTOR shall have fifteen (15) working days from receipt of the final FACILITY PLANS to review them and provide final comments to UTILITY OWNER.

G. UTILITY OWNER shall make final corrections to the FACILITY PLANS and provide a copy to AUTHORITY AND AUTHORITY'S CONTRACTOR.

H. UTILITY OWNER shall perform the FACILITY WORK in accordance with the AUTHORITY'S CONTRACTOR schedule. Time shall be of the essence in complying with the total time shown by the schedule for the FACILITY WORK as well as any and all interim time frames specified therein. The FACILITY WORK shall be performed in a manner and using such methods so as to not cause a delay to AUTHORITY and the AUTHORITY's CONTRACTOR in the prosecution of PROJECT. UTILITY OWNER shall be responsible for all costs incurred as a result of any delay to AUTHORITY and AUTHORITY's CONTRACTOR.

I. All FACILITY WORK shall be performed by UTILITY OWNER'S own forces. UTILITY OWNER shall be responsible for obtaining any and all permits that may be necessary to perform the FACILITY WORK unless otherwise specifically agreed to in writing. AUTHORITY's CONTRACTOR will have full authority over PROJECT, and UTILITY OWNER shall be responsible for coordinating all aspects of the FACILITY WORK and cooperating with AUTHORITY and AUTHORITY'S CONTRACTOR. In so doing, UTILITY OWNER shall make

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such adjustments and changes in the schedule as agreed upon by UTILITY OWNER, AUTHORITY and AUTHORITY'S CONTRACTOR.

J. Deviations from the final FACILITY PLAN initiated by AUTHORITY, AUTHORITY's CONTRACTOR or UTILITY OWNER, must be agreed upon by all PARTIES 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.

K. AUTHORITY's CONTRACTOR shall be entitled to have representatives on the site of PROJECT to verify that the FACILITY WORK is being performed on schedule and coordinated by UTILITY OWNER.

L. Upon completion of the FACILITY WORK, UTILITY OWNER agrees to accept ownership and maintenance of the constructed FACILITIES.

M. 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.

N. UTILITY OWNER shall provide AUTHORITY 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.

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MASTER AGREEMENT

APPENDIX C – ARRA AND AUTHORITY PROVISIONS

ARRA T&C

CCC-307 CERTIFICATION

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MASTER AGREEMENT

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:

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. The additional requirements will be added to this contract(s).

08/10/09

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.

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

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)

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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, 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.

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3. 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

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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

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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 D – STAKEHOLDER COLLABORATION

In order to accomplish PROJECT(s) through the most effective means available, a collaborative relationship will be formed as agreed to by PARTIES in Section 4.5 "STAKEHOLDER COLLABORATION." As part of this collaborative relationship, a cooperative management team would be developed, which would draw on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. Collaboration is strongly encouraged in preference to formal dispute resolution and adjudication mechanisms. Collaboration in this context is intended to be mandatory, but non-binding. The identified procedures will be available for use by the Stakeholders to resolve issues that may arise during the performance of FACILITY WORK.

INITIAL KICK-OFF WORKSHOP

In order to achieve effective and efficient completion of the PROJECT(s), the Stakeholders agree to conduct a kick-off workshop where they will identify issues for resolution that are present or foreseeable and engage in joint problem solving and action planning on the issues identified.

At a minimum, during this workshop, participants will develop the following procedures and agreements to facilitate the collaborative relationship and aid in identifying and resolving issues as they may arise throughout the PROJECT:

A. *"Issues Resolution Ladder" (IRS)* – a hierarchy of those individuals within the PROJECT including the Stakeholders and Dispute Resolution Board and extending across organizational boundaries to address issues as they arise to facilitate communication and address issues before those issues are elevated to the next ladder rung.

B. *"Stakeholder Implementation Plan" (SIP)* – the intention of the SIP is to sustain the collaborative relationship after the kick-off meeting by establishing monthly or quarterly schedule of stakeholder meetings and any procedures necessary for the identification and resolution of any issues during the performance of the FACILITY WORK to be addressed by the Stakeholders.

C. *"Stakeholder Charter"* – the charter will express the vision for the project, a statement of mutual goals and positive behavior practices and will be a visual reminder of mutual commitment to the stakeholder vision, goals and relationship. The charter will be signed by all Stakeholders.

STAKEHOLDER MEETINGS

The purpose of the stakeholder meetings will be to evaluate the efficacy of the collaborative relationship and review its processes as necessary to improve or correct any procedures/practices and efficiently identify and resolve PROJECT issues.

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TASK ORDER NO. AT&T 001

CHSRP Interaction Removal or Relocation Plan

Date:	June 19, 2012
UTILITY OWNER:	AT&T
Agreement No:	0000000
Task Order No:	AT&T 001
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 UTILITY OWNER. Each FACILITY that requires RELOCATION will be handled under a separate subtask of this TASK ORDER.

WORK TO BE COMPLETED

Master Agreement

This TASK ORDER is issued in order to authorize the 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.

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):**
  UTILITY OWNER 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 St, Suite 800, Sacramento, CA 95814.

- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**
  UTILITY OWNER performs all design and construction services for FACILITY WORK. AUTHORITY and AUTHORITY'S CONTRACTOR will review and provide comments FACILITY PLANS and AUTHORITY's CONTRACTOR shall be entitled to have representatives on the site of

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PROJECT to verify that the FACILITY WORK is being performed on schedule and coordinated by UTILITY OWNER.

- **Subtask 1.01**
  Scope: Design, secure permits, traffic control and relocate fiber optic facilities along Golden State Blvd between Shaw Ave and Clinton Ave and provide casing(s) to accommodate fiber optic facilities crossing HSR alignment. Facility Work is shown on Drawing UT-C4013, UT-C4014, UT-C4015, UT-C4016, UT-C4017, UT-C4018, UT-C4019, UT-C4020, UT-C4021, UT-C4022, UT-C4023 and UT-C4024.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $10,810,000.
- **Subtask 1.02**
  Scope: Design, secure permits, traffic control and relocate fiber optic facilities near G St and Fresno St. Facility Work is shown on Drawing UT-C4055.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $106,500.
- **Subtask 1.03**
  Scope: Design, secure permits, traffic control and relocate fiber optic facilities near G St and Tulare St. Facility Work is shown on Drawing UT-C4056.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $106,500.
- **Subtask 1.04**
  Scope: Design, secure permits, traffic control and relocate fiber optic facilities along G St near Tulare St and Ventura St. Facility Work is shown on Drawing UT-C4056 and UT-C4057.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $213,000.

Project Schedule

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

Schedule for FACILITY WORK (This TASK ORDER Only)

UTILITY OWNER shall complete the design and construction work in accordance with the schedule specified in this TASK ORDER. UTILITY OWNER shall commence construction work only after acceptance of the final design for such work in accordance with Appendix B – Design Build Procedures of the Master Agreement.

Design:
Start Date: January 2013
Completion Date: April 2013

Construction:
Start Date: April 2013
Completion Date: June 2015

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PERFORMANCE OF THE FACILITY WORK

Design

The design furnished by UTILITY OWNER pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix B – 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, UTILITY OWNER, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix B – Design Build Procedures of the Master Agreement.

BY UTILITY OWNER: UTILITY OWNER performs all design and construction services for FACILITY WORK.

BY AUTHORITY'S CONTRACTOR: AUTHORITY'S CONTRACTOR 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 performed on schedule and coordinated by UTILITY OWNER

Construction

UTILITY OWNER 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, UTILITY OWNER 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 $11,236,000.

Cost Allocation

AUTHORITY pays 100% and UTILITY OWNER 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.

For Work by UTILITY OWNER

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AUTHORITY has prepared an initial cost estimate in the amount of $11,236,000 for the FACILITY WORK included in this TASK ORDER.

UTILITY OWNER'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 B – Design Build Procedures of this Master Agreement.

[Select (and complete, if necessary) the one appropriate provision, and delete the inapplicable provisions]

UTILITY OWNER estimates that its total actual cost for the FACILITY WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the "ACTUAL COST," will be approximately $11,236,000. UTILITY OWNER's ACTUAL COST for the FACILITY WORK shall be developed in accordance with 23 C.F.R. 645.117, pursuant to either *[check one]*

☐ A work order accounting procedure prescribed by the applicable Federal or State regulatory body; or

☐ An established accounting procedure developed by UTILITY OWNER and which UTILITY OWNER uses in its regular operations. Any costs included in the Actual Cost shall be reasonable, and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for UTILITY OWNER at UTILITY OWNER's full expense. The parties agree that 0% of UTILITY OWNER's Actual Cost will be attributed to BETTERMENT.

For Work by Authority's Contractor

AUTHORITY'S CONTRACTOR shall prepare a 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

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

– OR –

The parties have not yet determined if the FACILITY WORK includes any BETTERMENT, or have not yet determined the amount attributable to BETTERMENT. Upon such determination, the parties shall revise this TASK ORDER as appropriate.

BILLING AND PAYMENT

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

SIGNATURES

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This TASK ORDER shall become effective upon the later of:

The date of signing by the last party signing this TASK ORDER, or

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, UTILITY OWNER, 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.

UTILITY OWNER:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title:

UTILITY OWNER'S Legal Review

BY: _____ **DATE:** _____
Signature – UTILITY OWNER'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):

BY: _____ **DATE:** _____

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Signature

Typed Name: _____ ____

Typed Title: _____

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TASK ORDER NO. AT&T 002

CHSRP Interaction Removal or Relocation Plan

Date:	June 19, 2012
UTILITY OWNER:	AT&T
Agreement No:	0000000
Task Order No:	AT&T 002
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 UTILITY OWNER. Each FACILITY that requires RELOCATION will be handled under a separate subtask of this TASK ORDER.

WORK TO BE COMPLETED

Master Agreement

This TASK ORDER is issued in order to authorize the 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.

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):**
  UTILITY OWNER 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 St, Suite 800, Sacramento, CA 95814.

- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**
  UTILITY OWNER performs all design and construction services for FACILITY WORK. AUTHORITY and AUTHORITY'S CONTRACTOR will review and provide comments FACILITY PLANS and AUTHORITY's CONTRACTOR shall be entitled to have representatives on the site of

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PROJECT to verify that the FACILITY WORK is being performed on schedule and coordinated by UTILITY OWNER.

- **Subtask 2.01**
  Scope: Design, secure permits, traffic control and relocate telephone facilities along Golden State Blvd near Herndon Ave and Veterans Blvd. Facility Work is shown on Drawing UT-C4000, UT-C4001 and UT-C4006.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $159,600.
- **Subtask 2.02**
  Scope: Design, secure permits, traffic control and relocate telephone facilities along Golden State Blvd near Clinton Ave and Belmont Ave. Facility Work is shown on Drawing UT-C4024, UT-C4035, UT-C4036, UT-C4037, UT-C4038, UT-C4039, UT-C4040, UT-C4041 and UT-C4042.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $437,000.
- **Subtask 2.03**
  Scope: Design, secure permits, traffic control and relocate telephone facilities along Golden State Blvd near McKinley Ave and Olive Ave. Facility Work is shown on Drawing UT-C4037, UT-C4038, UT-C4039, UT-C4046 and UT-C4047.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $114,000.
- **Subtask 2.04**
  Scope: Design, secure permits, traffic control and relocate telephone facilities at Golden State Blvd and Belmont Ave. Facility Work is shown on Drawing UT-C4052.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $95,000.
- **Subtask 2.05**
  Scope: Design, secure permits, traffic control and relocate telephone facilities along G St. near Fresno St and Tulare St. Facility Work is shown on Drawing UT-C4055 and UT-C4061.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $114,000.
- **Subtask 2.06**
  Scope: Design, secure permits, traffic control and relocate telephone facilities along G St. near Fresno St and Tulare St. Facility Work is shown on Drawing UT-C4055, UT-C4056 and UT-C4061
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $171,000.
- **Subtask 2.07**
  Scope: Design, secure permits, traffic control and relocate telephone facilities near G St and Ventura St. Facility Work is shown on Drawing UT-C4057.
  Estimated Period of Performance: 6 Months

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The estimated value for this FACILITY WORK is $57,000.

- **Subtask 2.08**
  Scope: Design, secure permits, traffic control and relocate telephone facilities near G St and Ventura St. Facility Work is shown on Drawing UT-C4057.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $114,000.

Project Schedule

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

Schedule for FACILITY WORK (This TASK ORDER Only)

UTILITY OWNER shall complete the design and construction work in accordance with the schedule specified in this TASK ORDER. UTILITY OWNER shall commence construction work only after acceptance of the final design for such work in accordance with Appendix B – Design Build Procedures of the Master Agreement.

Design:
Start Date: January 2013
Completion Date: April 2013

Construction:
Start Date: April 2013
Completion Date: June 2015

PERFORMANCE OF THE FACILITY WORK

Design

The design furnished by UTILITY OWNER pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix B – 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, UTILITY OWNER, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix B – Design Build Procedures of the Master Agreement.

BY UTILITY OWNER: UTILITY OWNER performs all design and construction services for FACILITY WORK.

BY AUTHORITY'S CONTRACTOR: AUTHORITY'S CONTRACTOR 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 performed on schedule and coordinated by UTILITY OWNER

Construction

UTILITY OWNER will perform all the construction services for the FACILITY WORK. The

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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, UTILITY OWNER 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 $1,261,000.

Cost Allocation

AUTHORITY pays 100% and UTILITY OWNER 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.

For Work by UTILITY OWNER

AUTHORITY has prepared an initial cost estimate in the amount of $1,261,000 for the FACILITY WORK included in this TASK ORDER.

UTILITY OWNER'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 B – Design Build Procedures of this Master Agreement.

[Select (and complete, if necessary) the one appropriate provision, and delete the inapplicable provisions]

UTILITY OWNER estimates that its total actual cost for the FACILITY WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the "ACTUAL COST," will be approximately $1,261,000. UTILITY OWNER's ACTUAL COST for the FACILITY WORK shall be developed in accordance with 23 C.F.R. 645.117, pursuant to either *[check one]*

☐ A work order accounting procedure prescribed by the applicable Federal or State regulatory body; or

☐ An established accounting procedure developed by UTILITY OWNER and which UTILITY OWNER uses in its regular operations. Any costs included in the Actual Cost shall be reasonable, and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for UTILITY OWNER at UTILITY OWNER's full expense. The parties agree that 0% of UTILITY OWNER's Actual Cost will be attributed to BETTERMENT.

For Work by Authority's Contractor

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AUTHORITY'S CONTRACTOR shall prepare a 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

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

– OR –

The parties have not yet determined if the FACILITY WORK includes any BETTERMENT, or have not yet determined the amount attributable to BETTERMENT. Upon such determination, the parties shall revise this TASK ORDER as appropriate.

BILLING AND PAYMENT

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

SIGNATURES

This TASK ORDER shall become effective upon the later of:

The date of signing by the last party signing this TASK ORDER, or

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, UTILITY OWNER, 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.

UTILITY OWNER:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title:

UTILITY OWNER'S Legal Review

BY: _____ **DATE:** _____

DRAFT

Signature – UTILITY OWNER'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):

BY: _____ **DATE:** _____

Signature

Typed Name: _____ ____

Typed Title: _____

DRAFT