

# California High-Speed Rail



## Memorandum of Agreement

**Entity: Office Of The State Fire Marshal**

**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.**



**CALIFORNIA HIGH-SPEED RAIL AUTHORITY  
AND  
OFFICE OF THE STATE FIRE MARSHAL  
  
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (Agreement), between the State of California, High-Speed Rail Authority (Authority) and the Office of the State Fire Marshal (OSFM), which has jurisdiction over fire and life safety code enforcement for State of California properties, is for the purpose of establishing a mutual framework for coordination and evaluation of activities associated with the planning, design and engineering activities related to fire and life safety design criteria that will be included in the future design and construction of two geographic sections of the California High-Speed Train (HST) System.

**SECTION A: BACKGROUND**

The Authority proposes to construct, operate, and maintain an electric-powered, steel-wheel-on-steel-rail HST System on over 800 miles of track, capable of operating speeds of up to 220 mph on dedicated, fully-grade separated tracks, with state-of-the-art safety, signaling, and automated train control systems. The HST System would connect and serve the major metropolitan areas of California, extending from San Francisco and Sacramento in the north to San Diego in the south.

The Authority is currently in the process of selecting a Design-Build Contractor to be awarded the contract for Construction Package #1. Construction Package #1 begins north of the San Joaquin River and continues south to approximately East American Way through the City of Fresno. The Project will extend from 26 to 37 miles in length depending on the final alignment selected through the environmental process, and will include grade separations, viaducts, a tunnel and a major river crossing over the San Joaquin River.

OSFM has jurisdiction over fire and life safety code application and enforcement for all State of California properties. The mission of OSFM is to protect life and property through the development and application of fire prevention engineering, education and enforcement. Initial design elements of concern to OSFM include:

- Right of way access intervals and roadway requirements
- Viaduct access
- Trench/tunnel access
- Access/egress walkways
- Stairway size and location
- Emergency response infrastructure (communications, power, standpipes, etc.)
- Fire and smoke mitigation strategies for tunnels.

**SECTION B: AGREEMENT PURPOSE**

This Agreement is entered into to assist the Authority and OSFM in the coordination and evaluation of activities associated with the planning, design and engineering activities related to

fire and life safety design criteria that will be included in the design and construction of the San Jose to Merced and Merced to Fresno HST sections. The Authority and its contractors will be required to coordinate with OSFM oversight staff to ensure and verify that the fire and life safety strategy developed with OSFM will be applied during Project design, construction, operation and maintenance.

### **SECTION C: OBJECTIVES**

The objectives of this Agreement are:

1. To provide for coordination, consultation, and review and comment of HST plans by OSFM for Construction Package #1;
2. To provide a common understanding between the Authority and OSFM on the roles and responsibilities associated with the design, construction, and review of the project to help ensure efficiency of schedules and avoid unnecessary delays; and
3. To provide effective project coordination between the Authority and OSFM.

### **SECTION D: DEFINITION OF TERMS**

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

**AUTHORITY'S CONTRACTOR** – Proposer who is awarded the design and construction of any of the HST projects.

**FISCAL YEAR** – The period from and including the first day of October of each calendar year through the last day of September of the following calendar year.

**HIGH-SPEED TRAIN** – The project being proposed to be built by the Authority.

**LOCAL AGENCY** – Any city, county, city and county, district, public recipient, public agency, or any other political subdivision, including joint powers agencies, of the State of California.

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

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

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

**PROJECT:** All features required to build the HST project, including:

- Track Structures and Track,
- Stations, Terminals, Intermodal,

- Support Facilities: Yards, Shops, and Administrative Buildings,
- Sitework, Right-of-Way, Land, Existing Improvements,
- Communications and Signaling,
- Electric Traction, and
- Vehicles.

In addition to these Project features, the Project also encompasses the following activities: Complete designs and specifications for each Project feature including special services required for design; develop high-speed train operations plans and procedures, including emergency preparedness plans and emergency response training programs for railroad employees and emergency responders; acquire all necessary lands, easements, rights-of-way and excavated material disposal area including mitigation lands; acquire all necessary permits and licenses; and relocate utilities impacted by the project.

PROJECT FEATURE – A distinct portion of the planning and project development process of this Project.

PROJECT AREA – The minimum area necessary to construct, operate and maintain the Project, including full rights to access the Project features.

#### **SECTION E: SCOPE OF THIS AGREEMENT**

The scope of services to be provided by the OFSM includes the following:

1. Review of regulations, standards and building codes for application to the HST Project.
2. Participation in regular meetings with Authority safety, engineering, and operations staff to review and discuss HST fire/life safety issues.
3. Participate as a member of the Fire/Life Safety and Security (FLSS) Committee at the State/System level, interacting with other State agencies and representatives from local FLSS committees, and at the Regional level as appropriate.

The scope of services to be provided by the Authority includes the following:

1. Coordination with the Authority on all aspects of the Project related to fire and life safety design criteria.
2. Coordinate development and review of draft and final design and specifications in accordance with applicable fire and life safety regulations, standards, and design criteria for the construction contract.
3. Prepare life-safety Technical Memorandum for design criteria for review by OSFM.
4. Perform construction management, contract administration, inspection services, QA/QC activities and engineering support as required to effectively oversee and administer contract construction work in accordance with applicable fire and life safety regulations, standards and design criteria.
5. Interface with OSFM oversight staff to ensure and verify the approved specifications related to fire and life safety codes are adhered to during project construction.
6. Perform project management, oversight, and support needed for coordination meetings, conduct studies or analyses, prepare reports, develop cost estimates, and other activities in support of the Project.

## **SECTION F: RESPONSIBILITIES OF THE PARTIES**

### Work to be Performed by the Authority and OSFM

Under this Agreement, both the Authority and OSFM shall be responsible for coordinating the various tasks needed to ensure compliance with applicable fire and life safety design criteria and related regulations, and are required to complete and manage the work identified in the Agreement and to complete all tasks as defined herein:

1. As set forth more specifically in the following provisions of this Agreement, the Authority and OSFM will perform task management in a coordinated manner. The primary responsibility for development of final designs and specifications procurement of a construction contractor, and construction management project features shall be assigned to the Authority as provided in this Agreement. To accomplish all work associated with construction of all Project features; various tasks will require development of intermediate work products, coordination, and communications from both Parties to this Agreement. To accomplish individual and coordinated tasks, the Authority and OSFM shall each identify an individual as the sole point of contact with responsibility for coordinating efforts between the Parties under this Agreement.
2. Progress Reviews. Any and all work subject to fire and life safety design criteria and undertaken by the Authority pursuant to this Agreement shall be open and subject to inspection by the OSFM or its representative in accordance with applicable laws, rules and policies during the progress thereof and upon completion.
3. Format of deliverables under this Agreement shall be as follows:
  - a. Letters and reports include performance, progress, and financial reports, shall be prepared using Microsoft Word.
  - b. Specifications shall be prepared using Microsoft Word.
  - c. All spreadsheets shall be prepared using Microsoft Excel.
  - d. Drawings shall be prepared using AutoCAD 2007.

### Work to be Performed by the Authority

The Authority shall obtain by contract or other mechanism consistent with the terms of this Agreement the services of an experienced consultant or provide knowledgeable and experienced staff for obtaining and analyzing design data and design criteria, and preparing designs and specifications for the type of Project work required under this Agreement:

1. The Authority shall be responsible for the design of all Project features listed in Section D above. Compliance with fire and life safety design criteria shall be accomplished through a partnered approach between the Authority and OSFM. The Authority and OSFM will coordinate review and comment of design, plans and specifications.

2. The Authority is responsible for completing all scope of work activities identified in Section E above.

3. The Authority shall manage the FLSS System Committee meetings and FLSS Regional Committee meetings, including chairing the meetings, providing agendas and minutes from the meetings.

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#### Work to be Performed by OSFM

Under this Agreement, OSFM is responsible for coordinating the various tasks needed to provide concurrence with respect to fire and life safety design criteria that is included in the design and construction of the Project, and is required to complete and manage the work defined in the Agreement to complete all tasks as defined herein:

1. OSFM shall be responsible for providing ongoing consultation to the Authority's Project Management Team regarding all fire and life safety issues related to the Project.
2. OSFM shall provide knowledgeable and experienced staff to review and comment on fire and life safety infrastructure, as well as discussions regarding high-speed train and life/safety issues and site visits, as needed.
3. OSFM shall provide staff to attend the bi-monthly FLSS System Committee meetings, and FLSS Regional Committee meetings as appropriate,

**Deleted:** and said staff shall maintain detailed meeting notes from such meetings