

# California High-Speed Rail



## Agreement Status

**RFP No.: HSR11-16**

Addendum No. 4

July 31, 2012

### **Entity: County of Fresno**

**Entity Role:**

The County of Fresno will review and approve Facility Plans and have a reasonable number of representatives on site of Project to verify that the Facility Work is being properly performed by Authority's Contractor and approve that work.

**Master Agreement:**

Master Agreement technical review is 100% complete. County of Fresno is conducting final MA legal review. Master Agreement is expected to be executed by September 14, 2012.

**Task Orders:**

Draft Task Order 1 has been prepared and forwarded to the County of Fresno for review. Draft Task Order is pending County of Fresno comments

**DISCLAIMER:**

**Because the Master Agreement has not yet been approved by the County of Fresno Board of Supervisors, the Authority cannot represent that there will be no substantive changes to the draft Master Agreement as provided, although the County of Fresno staff has reviewed the Master Agreement. 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**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ (the "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 the County of Fresno, a Political Subdivision of the State of California, whose principal mailing address for purposes of this Agreement is 2220 Tulare St, 6<sup>th</sup> Floor, Fresno, CA 93721, hereinafter referred to as the "LOCAL AGENCY".

**1. RECITALS**

**WHEREAS**, LOCAL AGENCY owns, operates, maintains in the State of California certain facilities defined in the Streets and Highways Code ("S&H Code"), and all such facilities, irrespective of their form, function, or use are hereinafter referred to as "FACILITIES" if and only if they are owned by LOCAL AGENCY. Certain Utility Facilities not owned by LOCAL AGENCY may be located within the right-of-way of LOCAL AGENCY by virtue of Statewide Franchises, Specific Franchise Agreements, Encroachment Permits issued by LOCAL AGENCY, Common Use Agreements, or under the auspices of other legal instrument. Such Utility Facilities may be operated under regulations of the California Public Utilities (CPUC) and are hereinafter referred to as "UTILITY FACILITIES" if and only if they are not owned by LOCAL AGENCY; and

**WHEREAS**, AUTHORITY is currently engaging in a program that has various projects under current provisions of Section 2704.04 of the S&H Code Sections 185033 and 185036 of the Public Utilities Code throughout the State of California identified as the California High Speed Rail Projects hereinafter referred to as the "PROJECT(S)," and from time to time the PROJECTS involve constructing, reconstructing, or otherwise changing an existing improvement or installing a new improvement where FACILITIES of LOCAL AGENCY are located; and

**WHEREAS**, PROJECT(S) may require the location (vertically and/or horizontally), protection, relocation, installation, or removal of the FACILITY, or some combination thereof, including any submittal review, inspection, environmental mitigation, certification or other oversight activity, hereinafter referred to as "FACILITY WORK"; and

**WHEREAS**, AUTHORITY and LOCAL AGENCY desire to enter into an agreement which establishes the contractual terms and conditions applicable to the FACILITY WORK;

**ACCORDINGLY**, AUTHORITY and LOCAL AGENCY hereby agree as follows:

**2. DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

**2.1 AUTHORITY**

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

**2.2 AUTHORITY'S CONTRACTOR**

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

**2.3 BETTERMENT WORK AT LOCAL AGENCY'S REQUEST**

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"BETTERMENT" means any improvement to LOCAL AGENCY FACILITY, expressly requested by LOCAL AGENCY pursuant to a fully executed TASK ORDER that is not otherwise required in accordance with the terms and definitions in this Agreement.

BETTERMENT shall not include those differences in cost caused by changes in design or manufacturing standards, availability of materials, regulatory requirements or any upgrading required by LOCAL AGENCY'S standard specifications, standards of practice, or construction methods applied to comparable facilities constructed by or for the LOCAL AGENCY at its own expense, which are in effect as of the date of execution of the specific TASK ORDER for that FACILITY WORK. Additionally, LOCAL AGENCY special conditions included in Appendix E are not considered BETTERMENTS.

### 2.4 DIRECTOR

"DIRECTOR" means LOCAL AGENCY's Director of the Department of Public Works and Planning or his Designee.

### 2.5 UTILITY

"UTILITY" refers to any pole, pole line, pipeline, conduit, cable, aqueduct, or other structure used for public or privately owned utility services, or used by a mutual organization supplying water or telephone services to its members. "UTILITY" shall not include any facilities owned by LOCAL AGENCY.

### 2.6 FACILITY PLANS

"FACILITY PLANS" means those plans that have been prepared to a level of design where the impact on LOCAL AGENCY's FACILITIES can be identified and the nature and extent of the FACILITY WORK can be determined. FACILITY PLANS shall include a preliminary FACILITY WORK design concept which was created by AUTHORITY'S CONTRACTOR.

### 2.7 FACILITY WORK

"FACILITY WORK" means those activities related to the RELOCATION of a FACILITY that will remain the property of the LOCAL AGENCY.

### 2.8 HAZARDOUS MATERIAL

"HAZARDOUS MATERIAL(S)" means any hazardous substance, hazardous material, or hazardous waste as defined under state or federal law.

### 2.9 NOTICE TO LOCAL AGENCY

"NOTICE TO LOCAL AGENCY" means a formal written demand as required by law.

### 2.10 OWNER

"OWNER" means the individual, agency, or other entity with ownership of a UTILITY, facility, or property right which is not owned by LOCAL AGENCY.

### 2.11 PARTIES

"PARTIES" refers to the AUTHORITY, AUTHORITY'S CONTRACTOR AND LOCAL AGENCY, collectively.

### 2.12 RELOCATION

**Comment [b1]:** There are several instances in this document where the term PARTIES is used and it only refers to AUTHORITY and LOCAL AGENCY. This definition should be revised.

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"RELOCATION" means removal, relocation, reconstruction, protection or any other rearrangement of LOCAL AGENCY'S FACILITY as ordered and approved by both AUTHORITY and LOCAL AGENCY to accommodate AUTHORITY'S PROJECT(s). RELOCATION shall include, but not be limited to: preparation of relocation plans or drawings by AUTHORITY sufficiently engineered to allow construction of the ordered RELOCATION by AUTHORITY'S CONTRACTOR. RELOCATION shall also include preparation of a detailed estimate by LOCAL AGENCY at AUTHORITY's expense of the actual cost that will be incurred by LOCAL AGENCY in its review of the ordered RELOCATION, and submission of same by LOCAL AGENCY to AUTHORITY for approval, which approval shall not unreasonably be withheld.

**2.13 RIGHT-OF-WAY OF LOCAL AGENCY**

"RIGHT-OF-WAY OF LOCAL AGENCY" means a property right held by LOCAL AGENCY in the form of either a recorded or fully executed deed or easement in the usual form or other valid instrument recorded or fully executed and conveying a permanent property right for the FACILITY in a defined area of real property, or a defined area within the PROJECT right-of-way that is subject to a recorded Joint Use Agreement (JUA) or Consent To Common Use Agreement (CCUA).

**2.14 TASK ORDER**

"TASK ORDER" means a work order or agreement executed by AUTHORITY, AUTHORITY'S CONTRACTOR, and LOCAL AGENCY detailing FACILITY WORK specific to a particular FACILITY'S RELOCATION.

**2.15 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.

**2.16 UTILITY WORK**

"UTILITY WORK" means those activities related to the RELOCATION of a UTILITY that will remain the property of the OWNER.

**2.17 WASTED WORK**

"WASTED WORK" means design or construction for a 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.

**3. WORK TO BE DONE**

**3.1 FACILITY WORK**

In general, the FACILITY WORK will involve the relocation or protection of existing FACILITIES owned by LOCAL AGENCY, or the construction of new FACILITIES (or any combination thereof) that will remain the property of LOCAL AGENCY, along with design; preparation of the necessary environmental documentation, including performance of all environmental studies which may be required; engineering; planning; inspection; acquisition of necessary RIGHTS-OF-WAY; permitting; testing and certifying; compliance with commitments and conditions set forth in the environmental documentation as further described in the following paragraph irrespective of the duration thereof; coordination with regulatory agencies and any miscellaneous related work.

**Comment [CoF2]:** To be reviewed by TPA

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FACILITY WORK specific to a particular RELOCATION shall be detailed in a subsequently executed TASK ORDER.

Compliance with commitments and conditions set forth in the environmental documentation shall include, but is not necessarily limited to: obtaining all necessary permits; ensuring that the operations of AUTHORITY'S CONTRACTOR comply with the mitigation measures and permit requirements; preparing, to the extent required by the permits and approved mitigation measures, re-vegetation plans and any other plans for restoration of the natural environment and obtaining written approval thereof by the associated regulatory agency; payment of any in-lieu fees required as mitigation measures; and the performance, documentation, and reporting regarding any required re-vegetation or other environmental restoration or mitigation work. The AUTHORITY'S responsibility for such mitigation shall not cease until all mitigation, monitoring, and reporting has been completed in accordance with the associated requirements and the permitting agency has issued written notice of such completion to AUTHORITY and a copy thereof has been provided to and accepted by DIRECTOR. AUTHORITY'S responsibility for such mitigation shall survive termination of this Agreement and until such time as all written notices of completion from regulatory agencies have been obtained by AUTHORITY and accepted in writing by DIRECTOR.

### **3.2 TASK ORDERS**

FACILITY WORK specific to a particular FACILITY'S RELOCATION shall be detailed in a TASK ORDER executed by AUTHORITY, AUTHORITY'S CONTRACTOR and LOCAL AGENCY. The TASK ORDER will set forth among other things, the agreements 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 a TASK ORDER and its content shall be mutually agreed upon by AUTHORITY, AUTHORITY'S CONTRACTOR and LOCAL AGENCY.

### **3.3 BETTERMENT WORK AT LOCAL AGENCY'S REQUEST**

Any work considered BETTERMENT, as defined herein, made at LOCAL AGENCY'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. Compliance by AUTHORITY and AUTHORITY'S CONTRACTOR with LOCAL AGENCY special conditions included in Appendix E will not be considered BETTERMENT for the purposes of this Agreement.

### **3.4 UNFORESEEN WORK**

If 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 in connection with which it arose. 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 LOCAL AGENCY shall be obligated to comply with AUTHORITY'S determination; provided, however, that such determination by AUTHORITY shall obligate AUTHORITY to compensate LOCAL AGENCY for all actual costs LOCAL AGENCY incurs as a result of such determination by AUTHORITY and actions associated

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therewith. Furthermore, all UNFORESEEN WORK shall be performed at the expense of the AUTHORITY'S CONTRACTOR.

**4. LIABILITY FOR WORK**

**4.1 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"). LOCAL AGENCY is responsible, at AUTHORITY'S expense, to prepare, document and submit a claim for its declared right of occupancy in the defined property area where LOCAL AGENCY'S FACILITY is located; provided, however, that in the absence of such documentation, the existence of a FACILITY owned and maintained by LOCAL AGENCY shall be considered satisfactory evidence of LOCAL AGENCY'S right regarding such facility, even if no instrument, recorded or otherwise, exists formalizing LOCAL AGENCY's right of occupancy.

**4.2 AUTHORITY'S EXPENSE**

Unless LOCAL AGENCY agrees otherwise herein, or in a subsequent TASK ORDER, FACILITY WORK will be performed at AUTHORITY'S expense.

**4.3 LOCAL AGENCY'S EXPENSE**

FACILITY WORK will be performed at LOCAL AGENCY'S expense where work is mutually determined herein to be Betterment as defined in Section 1.3 and LOCAL AGENCY agrees to be responsible for such expense in the associated TASK ORDER.

**4.4 SHARED EXPENSE**

The FACILITY WORK will be performed at the shared expense of AUTHORITY and LOCAL AGENCY in circumstances where AUTHORITY and LOCAL AGENCY agree in advance to do so. The proportion of the FACILITY WORK expense to be borne by AUTHORITY and LOCAL AGENCY shall be detailed in the Task Order for that FACILITY WORK.

**4.5 LIABILITY IN DISPUTE**

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

**4.6 AUTHORITY'S CONTRACTOR CLAIMS**

In the event AUTHORITY'S CONTRACTOR provides a notice of intent to make a claim against AUTHORITY relating to FACILITY WORK, AUTHORITY will, in accordance with AUTHORITY'S procedure, notify LOCAL AGENCY of the notice of intent and LOCAL AGENCY will cooperate with AUTHORITY, at AUTHORITY'S expense, in analyzing and resolving the claim within a reasonable time; provided, however that AUTHORITY shall not cause LOCAL AGENCY to become a party to any such claim. unless said claim can be causally and quantifiably demonstrated by AUTHORITY as resulting, in whole or in part, by failure of LOCAL AGENCY to abide by the terms of this Agreement and such terms as may be established by the TASK ORDER under which the FACILITY WORK related to such claim is being performed.

**Comment [CoF3]:** County wishes to remove highlighted section

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**4.7 DISPUTES**

Except as otherwise provided in this Agreement, the resolution of any dispute concerning a question of fact or law arising under or related to this Agreement which is not disposed of by mutual written agreement at the Parties' designee level shall be proposed by AUTHORITY, who shall reduce its proposal to writing, which writing shall include a detailed description of the rationale upon which such writing was based, and mail or otherwise furnish a copy thereof to LOCAL AGENCY.

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 LOCAL AGENCY 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 LOCAL AGENCY files a subsequent appeal within 30 days and Disputes Resolution Board or a subsequent Arbitration panel of competent jurisdiction determines AUTHORITY'S findings to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to 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 LOCAL AGENCY'S receipt of such decision. In connection with any appeal of the AUTHORITY'S decision, the LOCAL AGENCY 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 LOCAL AGENCY shall continue with the Work as directed, in a diligent manner, and without delay; shall conform to any of the AUTHORITY'S responses, decisions, 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. Decision of the Disputes Resolution Board or a subsequent Arbitration panel shall be final and binding on all parties. Costs of appeal by LOCAL AGENCY to the Disputes Resolution Board or a subsequent Arbitration panel shall be borne by the AUTHORITY.

**5. PERFORMANCE OF WORK**

**5.1 GENERAL**

All of the FACILITY WORK (design, right-of-way, UTILITY relocation, construction, and environmental mitigation phases) shall be performed by 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 delineated in the TASK ORDER for that work.

**5.2 AUTHORITY'S CONTRACTOR PERFORMS WORK**

The FACILITY WORK is to be performed by AUTHORITY or AUTHORITY'S CONTRACTOR, and LOCAL AGENCY shall have access to all phases of the FACILITY WORK for the purpose of inspection to ensure that the work is 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 their

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evaluation and final disposition. The extent to which LOCAL AGENCY may perform such inspection shall be determined by DIRECTOR, and any such inspections which may be performed shall not be construed as acceptance of the FACILITY WORK by LOCAL AGENCY nor shall such inspections relieve AUTHORITY'S CONTRACTOR of its responsibility to ensure that work is constructed in accordance with the approved plans and specifications therefor. LOCAL AGENCY shall be compensated for its actual expenses incurred in performing such inspections to the extent agreed in the relevant TASK ORDER.

Upon AUTHORITY'S written NOTICE TO LOCAL AGENCY, LOCAL AGENCY shall consider AUTHORITY'S CONTRACTOR as acting on behalf of AUTHORITY on particular matters pertaining to PROJECT that are specifically identified in said Notice and shall treat AUTHORITY'S CONTRACTOR'S direction on those identified matters as if they were given by AUTHORITY.

AUTHORITY'S CONTRACTOR shall diligently undertake, or cause to be undertaken, the FACILITY WORK in accordance with LOCAL AGENCY'S, AUTHORITY'S or AUTHORITY'S CONTRACTOR'S PROJECT schedule and/or timeline as specified in the TASK ORDER for that specific FACILITY WORK. AUTHORITY'S CONTRACTOR will be solely responsible for all costs associated with any delay in completing the FACILITY WORK in accordance with the schedule and/or timeline specified in the TASK ORDER for that specific FACILITY WORK. Costs associated with delays shall include, but shall not be limited to, cost incurred by the general public associated with extended use of detours, loss of use of facility, and detouring, signage, advertisement, and degradation of local roads used for purpose of detouring traffic and/or transporting construction materials.

**Comment [CoF4]:** TPA does not agree with highlighted sentence.

### 5.3 STAKEHOLDER COLLABORATION

In signing this Agreement, LOCAL AGENCY agrees to collaborate with AUTHORITY, AUTHORITY'S CONTRACTOR, and any other third-party entities, the solicitation of whose participation in such collaboration shall be the sole responsibility of AUTHORITY or AUTHORITY'S CONTRACTOR, affected by the PROJECT(s), including regulatory agencies, other local agencies, and public and private utility owners, hereinafter collectively referred to as STAKEHOLDERS, to identify collaborative methods for resolving issues that may arise as part of the PROJECT and/or FACILITY WORK and/or UTILITY WORK in an effort to achieve a quality PROJECT(s) that meets the requirements of the LOCAL AGENCY as well as the PROJECT SCHEDULE and budget.

STAKEHOLDERS will be requested by AUTHORITY to attend an initial kick-off workshop as well as subsequent periodic meetings as scheduled throughout the duration of the PROJECT(s). During the initial workshop, AUTHORITY shall request that STAKEHOLDERS develop procedures and agreements (including TASK ORDERS) as specified in Appendix F. "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 LOCAL AGENCY for its actual cost to prepare for and participate in the initial workshop and subsequent stakeholder meetings shall be made by either AUTHORITY or AUTHORITY'S CONTRACTOR.

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

**6. PAYMENT FOR WORK**

**6.1 COST OF FACILITY WORK**

Cost of FACILITY WORK includes the actual cost of all necessary engineering, reviews, approvals, labor and transportation, and all necessary materials used in any RELOCATION together with usual indirect and overhead charges attributable to that work, and any necessary new private FACILITY right-of-way involved in the FACILITY WORK.

**6.2 PAYMENT FOR THE COST OF FACILITY WORK**

If all FACILITY WORK is at AUTHORITY'S expense, then AUTHORITY shall pay or cause payment to be made to LOCAL AGENCY the amounts as established for the FACILITY WORK performed by LOCAL AGENCY. At the AUTHORITY'S option such payments may be delegated to AUTHORITY'S CONTRACTOR to make directly to LOCAL AGENCY; in such circumstances, LOCAL AGENCY agrees to AUTHORITY'S delegation to AUTHORITY'S CONTRACTOR the responsibility to reimburse LOCAL AGENCY; provided, however, that such agreement shall not be construed as LOCAL AGENCY's waiver of any of its rights it may have under law to seek reimbursement from AUTHORITY in the event that AUTHORITY'S CONTRACTOR fails to timely provide such reimbursement to LOCAL AGENCY in accordance with the terms of this AGREEMENT and any TASK ORDER pertaining to the FACILITY WORK in question.

If the FACILITY WORK is at LOCAL AGENCY'S expense and is performed by AUTHORITY or AUTHORITY'S CONTRACTOR, then LOCAL AGENCY shall pay or cause payment to be made to AUTHORITY or AUTHORITY'S CONTRACTOR the amounts as established pursuant to this Agreement for FACILITY WORK whether performed by AUTHORITY or AUTHORITY'S CONTRACTOR, less any credits as may be due LOCAL AGENCY. At the AUTHORITY'S option such payments may be made to AUTHORITY'S CONTRACTOR directly by LOCAL AGENCY; in such circumstances, LOCAL AGENCY agrees to AUTHORITY'S CONTRACTOR collection of reimbursement directly from LOCAL AGENCY where LOCAL AGENCY has cost responsibility for RELOCATIONS and/or for BETTERMENTS.

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

LOCAL AGENCY:

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**

**GENERAL CONDITIONS**

**1. DEACTIVATED FACILITIES**

LOCAL AGENCY's FACILITIES shall be removed by AUTHORITY or AUTHORITY's CONTRACTOR from AUTHORITY'S Right-of-way at AUTHORITY's expense after the FACILITIES are no longer active (Deactivated), unless otherwise specifically requested by DIRECTOR and allowed by AUTHORITY or otherwise specifically requested by AUTHORITY and allowed by DIRECTOR in advance, in writing. The following terms and conditions shall apply to Deactivated FACILITIES allowed to remain within AUTHORITY'S Right-of-way:

- A. If LOCAL AGENCY requests that a Deactivated FACILITY remain in AUTHORITY'S Right-of-way, LOCAL AGENCY acknowledges its present and continuing ownership of and responsibility for such Deactivated FACILITY. If AUTHORITY requests the use of LOCAL AGENCY Deactivated FACILITY, LOCAL AGENCY shall be released of ownership of and responsibility for the Deactivated FACILITY. Lack of removal of Deactivated FACILITY by AUTHORITY, unless such Deactivated FACILITY is requested to remain by LOCAL AGENCY in accordance with an approved TASK ORDER, shall obligate AUTHORITY to take ownership of and responsibility, for the Deactivated FACILITY, and AUTHORITY shall indemnify, hold harmless and, upon request of DIRECTOR, defend LOCAL AGENCY against any and all claims arising from, in whole or in part, from the ongoing presence of such Deactivated FACILITY in AUTHORITY'S Right-of-Way.
- B. IF LOCAL AGENCY requests and if AUTHORITY subsequently agrees to allow LOCAL AGENCY to leave the Deactivated FACILITIES within AUTHORITY'S right-of-way, the ongoing presence of such Deactivated FACILITIES shall be conditioned upon the continuing satisfactory performance of the obligations of LOCAL AGENCY hereunder. In the event of a breach of this Agreement by LOCAL AGENCY, the Deactivated FACILITIES shall be removed upon demand from AUTHORITY.
- C. IF LOCAL AGENCY requests and if AUTHORITY subsequently agrees to allow LOCAL AGENCY to leave the Deactivated FACILITIES within AUTHORITY'S right-of-way, LOCAL AGENCY shall take such steps to secure the Deactivated FACILITIES and otherwise make the 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 LOCAL AGENCY to use due care in its dealings with others. LOCAL AGENCY shall be solely responsible for gathering all information necessary to meet these obligations; provided, however, LOCAL AGENCY shall incur no obligations whatsoever in connection with Deactivated FACILITIES which remain in AUTHORITY's Right-of-way upon request of AUTHORITY.

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- D. LOCAL AGENCY 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 concerning the Deactivated FACILITIES by AUTHORITY or other permittees using or seeking use of the right-of-way; provided, however, LOCAL AGENCY shall incur no obligations whatsoever in connection with Deactivated FACILITIES which remain in AUTHORITY's Right-of-way upon request of AUTHORITY.
- E. In the event that LOCAL AGENCY requests that Deactivated FACILITIES be removed from AUTHORITY's Right-of-way, AUTHORITY may, at its sole discretion and expense either leave Deactivated FACILITIES in its right-of-way or remove them therefrom. In either case, LOCAL AGENCY shall neither retain nor incur any obligations whatsoever in connection with Deactivated FACILITIES which remain in AUTHORITY's Right-of-Way or which are removed therefrom by AUTHORITY or AUTHORITY's CONTRACTOR.

**2. DEFAULT**

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

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

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

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

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, nor from any obligations under this Agreement which are expressly identified as surviving termination hereof.

LOCAL AGENCY shall allow reasonable access to AUTHORITY to all public documents, papers, letters, or other material that is made or received by LOCAL AGENCY in conjunction with this Agreement, provided, however, that AUTHORITY shall not be afforded access to documents subject to Attorney-Client Privilege. Furthermore, access to documents considered to be interim work product may be granted or denied at the discretion of DIRECTOR. Should LOCAL AGENCY fail to allow such reasonable access, AUTHORITY shall notice LOCAL AGENCY in writing of specific documents previously requested and not provided, and DIRECTOR shall have five

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working days to provide such specific documents or to respond in writing as to why such documents are unavailable.

If AUTHORITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by LOCAL AGENCY, AUTHORITY will notify LOCAL AGENCY in writing, and AUTHORITY reserves the right to propose termination of this Agreement by Amendment, which Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement and which shall not become effective unless and until executed by AUTHORITY and LOCAL AGENCY.

Notwithstanding any dispute, the PARTIES agree that they will continue their respective performances required hereunder, including paying undisputed billings, and such continuation of efforts and payment of billings (whether or not disputed) shall not be construed as a waiver of any legal right or power (a) of any PARTY under this Agreement or any other agreement or TASK ORDER(S) executed pursuant hereto, or (b) 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 construction.

**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 LOCAL AGENCY in the performance of services required under this Agreement, AUTHORITY will immediately forward the claim to LOCAL AGENCY. LOCAL AGENCY 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 LOCAL AGENCY in the defense of the claim or to require LOCAL AGENCY to defend AUTHORITY in such claim as described in this section. AUTHORITY'S failure to notify LOCAL AGENCY of a claim shall not release LOCAL AGENCY from any of the requirements of this section.

LOCAL AGENCY'S obligation to defend and indemnify shall not be excused because of LOCAL AGENCY'S inability to evaluate liability or because LOCAL AGENCY evaluates liability and determines LOCAL AGENCY is not liable or determines AUTHORITY is solely negligent. Only a final adjudication or judgment finding

**MASTER AGREEMENT**

AUTHORITY solely negligent shall excuse performance of this provision by LOCAL AGENCY. LOCAL AGENCY shall pay all costs and fees related to this obligation and its enforcement by AUTHORITY. AUTHORITY's delay in notifying LOCAL AGENCY of a claim shall not release LOCAL AGENCY of the above duty to defend.

**4. FORCE MAJEURE**

Neither LOCAL AGENCY 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, LOCAL AGENCY 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 LOCAL AGENCY for the reasonable and actual costs of such efforts.

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

**5. LOCAL AGENCY'S FACILITY AND RIGHT-OF-WAY**

LOCAL AGENCY'S FACILITIES shall at all times remain the property of LOCAL AGENCY and shall be properly protected and maintained by LOCAL AGENCY, provided, however, that LOCAL AGENCY shall not be required to protect LOCAL AGENCY'S FACILITIES during RELOCATION thereof by AUTHORITY'S CONTRACTOR and shall not be required to provide maintenance of such FACILITIES during construction thereof except to the extent that need for such maintenance is not, directly or indirectly, precipitated by actions of AUTHORITY or AUTHORITY'S CONTRACTOR.

Whenever LOCAL AGENCY'S affected FACILITIES will remain within AUTHORITY'S Right-of-way, AUTHORITY and LOCAL AGENCY shall jointly execute an agreement for common use of the subject area.

Whenever LOCAL AGENCY's affected FACILITIES are to be relocated from the existing Right-of-Way of LOCAL AGENCY to a new location that falls outside such existing Right-of-Way of LOCAL AGENCY, AUTHORITY shall convey or cause to be conveyed a new right-of-way for such relocated FACILITIES as will, at minimum, correspond to the pre- existing Right-of-Way of LOCAL AGENCY; provided, however,

**MASTER AGREEMENT**

that, in the event that compliance with LOCAL AGENCY special conditions and design standards dictates that Right-of-Way in excess of that which previously existed is required, AUTHORITY shall perfect LOCAL AGENCY'S perfect existing right-of-way

For such Relocations, AUTHORITY shall issue, or cause to be issued, to LOCAL AGENCY, without charge to LOCAL AGENCY or credit to AUTHORITY, appropriate replacement rights in the new location mutually acceptable to both AUTHORITY and LOCAL AGENCY for those rights previously held by LOCAL AGENCY 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 LOCAL AGENCY shall jointly execute an agreement for joint use. In consideration for these replacement rights being issued by AUTHORITY, LOCAL AGENCY shall subsequently convey to AUTHORITY, or its nominee, within AUTHORITY'S Right-of-Way, all of its corresponding right, title and interest within LOCAL AGENCY's existing Private Right-of Way so vacated.

If the existing Right-of-Way of LOCAL AGENCY includes fee title, AUTHORITY shall acquire from LOCAL AGENCY, for just compensation under State law, those property rights required by AUTHORITY for its FACILITIES by separate transaction, leaving to LOCAL AGENCY those remaining property rights appropriate for the placement and operation of LOCAL AGENCY'S FACILITIES in the Right-of-Way of LOCAL AGENCY.

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

**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 has written policies and procedures which shall be applicable as written at the time of the contract award. Copies of AUTHORITY policies and procedures will be provided to LOCAL AGENCY upon request. This Agreement cannot be modified except by an instrument, in writing, signed by each of the parties

**7. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

Venue for any action shall lie exclusively in Sacramento County, California.

**8. 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. LOCAL AGENCY 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

**MASTER AGREEMENT**

addresses:

If to LOCAL AGENCY:

LOCAL AGENCY Name: Fresno County of Fresno, Department of Public Works  
and Planning  
Person in Charge: Alan Weaver, Director  
Address: 2220 Tulare Street, Suite 600  
Fresno, CA 93721

If to AUTHORITY:

AUTHORITY: CALIFORNIA HIGH SPEED RAIL AUTHORITY  
Person in Charge:  
Address: 770 L Street, Suite 800  
Sacramento, CA 95814

**9. WASTED WORK**

AUTHORITY will pay, in its entirety, that portion of the cost of the FACILITY WORK constituting WASTED WORK.

**10. HAZARDOUS MATERIAL**

Upon discovery of Hazardous Material in connection with the FACILITY WORK, both LOCAL AGENCY and AUTHORITY shall immediately confer to explore all reasonable alternatives and agree on a course of action.

- 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.
- B. AUTHORITY will pay, in its entirety 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.
- C. Each party to this Master 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.

**11. SUCCESSORS AND ASSIGNS**

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

**12. STATE AND FEDERAL FUNDS**

No state funds or resources are allocated or encumbered as against this Master 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.

**MASTER AGREEMENT**

**13. ADDITIONAL ARRA AND AUTHORITY PROVISIONS:**

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

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**MASTER AGREEMENT**

**APPENDIX B**

**TASK ORDER FORM**

This task order (“TASK ORDER”) entered into this day by and between \_\_\_\_\_, hereinafter referred to as LOCAL AGENCY, \_\_\_\_\_, herein referred to as CONTRACTOR, and California High Speed Rail Authority, hereinafter referred to as AUTHORITY, is as follows:

**WHEREAS**, CONTRACTOR AND AUTHORITY, acting by and through the State of California are parties to a certain Construction Contract with an effective date of \_\_\_\_, 20\_\_, for the design and construction of a portion of a High Speed Railroad Project in the State of California; and,

**WHEREAS**, LOCAL AGENCY and AUTHORITY are parties to that certain Master Agreement with an effective date of \_\_\_\_, 20\_\_, along with any resulting TASK ORDER which provides for the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of facilities, or some combination thereof, owned and/or operated by LOCAL AGENCY (Facilities); and

**WHEREAS**, pursuant to the Construction Contract and the Master Agreement, the parties desire to execute a TASK ORDER to add one or more additional Facilities, on the terms and conditions hereinafter set forth.

**NOW**, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

**1. AMENDMENT**

This TASK ORDER supplements and amends the Construction Contract and Master Agreement as follows:

- A. Scope of Work: The FACILITY WORK as defined in Section 2.1 (including review, inspect, and approve) is incorporated into the Master Agreement,
- B. Schedule: AUTHORITY must meet the deadlines for completion of the FACILITY WORK that are provided for in the contract between AUTHORITY and CONTRACTOR.
- C. LOCAL AGENCY’s costs for the FACILITY WORK shall be developed pursuant to Section V, “Payment for Work,” of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section IV, “Performance of Work,” and Appendix C, “Design Build Procedures,” of the Master Agreement (*check one*): must meet the following deadline for completion of the FACILITY WORK [*check one box*]:

ACTUAL & REASONABLE COST. LOCAL AGENCY estimates that its total actual cost for the FACILITY WORK (net of any applicable Betterment), referred to herein as the “Actual Cost”, will be approximately \$\_\_\_\_\_ as shown by the Estimates. LOCAL AGENCY’s Actual Cost for the Adjustment work shall be developed in accordance with 23 CFR 645.117, pursuant to either [*check one*]:

**MASTER AGREEMENT**

- i.  a work order accounting procedure prescribed by the applicable Federal or State regulatory body; or
  - ii.  an established accounting procedure developed by LOCAL AGENCY and which LOCAL AGENCY 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 LOCAL AGENCY at LOCAL AGENCY's full expense. The parties agree that \_\_\_\_\_% of LOCAL AGENCY's Actual Cost will be attributed to Betterment.
- NO CHARGE.** LOCAL AGENCY is responsible for 100% of its costs for Adjustment of the additional Facilities. Accordingly, LOCAL AGENCY is not required to report such costs to AUTHORITY.
- D. The net Actual Cost, as applicable, for the FACILITY WORK shall be borne 100% by AUTHORITY; provided, however, that any portion of the Actual Cost attributable to Betterment shall be borne 100% by LOCAL AGENCY . If LOCAL AGENCY is entitled to any reimbursement for its costs of the FACILITY WORK, the amounts required to be paid by AUTHORITY to LOCAL AGENCY pursuant to this Agreement shall be full compensation to LOCAL AGENCY for all such costs (including without limitation costs of acquiring right-of-way for the FACILITY WORK). LOCAL AGENCY acknowledges it shall not be entitled to compensation or reimbursement for any such costs from AUTHORITY, the CONTRACTOR, or the State of California.
- E.  [check if applicable.] The proposed FACILITY WORK will result in credits for accrued depreciation of those Facilities, in the amounts indicated on the Estimate.
- F. LOCAL AGENCY and AUTHORITY agree to track separately all costs relating to this TASK ORDER and the FACILITY WORK described herein.
- G. [Include any proposed amendments.]

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**2. GENERAL**

- A. All capitalized terms used in this TASK ORDER shall have the meanings assigned to them in the Master Agreement, except as otherwise stated herein.
- B. This TASK ORDER may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
- C. Except as amended hereby, the Master Agreement shall remain in full force and effect, and shall apply fully to the additional Facilities as if they were initially included therein.
- D. This TASK ORDER shall become effective upon the later of:

**MASTER AGREEMENT**

- i. the date of signing by the last party (either LOCAL AGENCY or AUTHORITY) signing this TASK ORDER, and
- ii. the completion of AUTHORITY'S review as indicated by the signature of AUTHORITY'S representative, below.

**LOCAL AGENCY:**

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

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

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

**LOCAL AGENCY'S Legal Review**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature -LOCAL AGENCY'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: \_\_\_\_\_

**MASTER AGREEMENT**

**APPENDIX C**

**DESIGN BUILD PROCEDURES**

**1. INITIAL COORDINATION**

- A. LOCAL AGENCY shall advise AUTHORITY in writing of the place and the name and telephone number of a contact person for LOCAL AGENCY who has charge over the FACILITY WORK and will serve as the primary contact for LOCAL AGENCY on all related issues.
- B. AUTHORITY will compile information from LOCAL AGENCY that will illustrate the nature and locations of LOCAL AGENCY'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. LOCAL AGENCY will furnish markups to AUTHORITY of their existing and proposed facilities at the 30% submittals within 15 work days.
- D. AUTHORITY will prepare Proposed Preliminary Design plans that indicate which facilities are to be relocated and conceptual arrangements of the relocated facilities.
- E. LOCAL AGENCY 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 LOCAL AGENCY, AUTHORITY or AUTHORITY'S CONTRACTOR, as such; the LOCAL AGENCY 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 LOCAL AGENCY agrees to (a) the AUTHORITY's delegation to the AUTHORITY's CONTRACTOR, the responsibility to reimburse LOCAL AGENCY, and (b) the AUTHORITY's CONTRACTOR's collection of reimbursement directly from LOCAL AGENCY's having cost responsibility for Relocations and/or for Betterments.

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

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

- A. At such time as AUTHORITY'S CONTRACTOR has LOCAL FACILITY PLANS prepared to a level where the impact on LOCAL AGENCY'S

**MASTER AGREEMENT**

FACILITIES and the nature and extent of the FACILITY WORK can be determined, AUTHORITY'S CONTRACTOR will provide a copy of the LOCAL FACILITY PLANS to LOCAL AGENCY. The LOCAL FACILITY PLANS shall include a preliminary FACILITY WORK design concept which was created by AUTHORITY'S CONTRACTOR and in accordance with Appendix D-Local Agency Special Conditions of Master Agreement.

- B. LOCAL AGENCY shall have fifteen (15) work days from receipt of the LOCAL FACILITY PLANS to review them, and provide comments to AUTHORITY'S CONTRACTOR and AUTHORITY. LOCAL AGENCY may also provide any applicable technical provisions and standard drawings along with its comments.
- C. AUTHORITY'S CONTRACTOR shall provide plans and specifications at the 30%, 60% and 90% development phase and/or any other agreed upon development milestones by PARTIES for review and comments. Time for review shall not commence until said milestones have been accepted by LOCAL AGENCY. Reviews shall address the items in accordance to Constructability Review Checklist in Appendix F.
- D. At such time as AUTHORITY'S CONTRACTOR has prepared final LOCAL FACILITY PLANS, including the FACILITY WORK, AUTHORITY will provide a copy thereof to LOCAL AGENCY. The final LOCAL FACILITY PLANS shall incorporate the comments of LOCAL AGENCY. Detailed list of final method of inclusion of LOCAL AGENCY's comments shall be provided to LOCAL AGENCY by AUTHORITY.
- E. LOCAL AGENCY shall have fifteen (15) work days from receipt of the final LOCAL FACILITY PLANS to review them and provide final comments to AUTHORITY'S CONTRACTOR. If LOCAL AGENCY's comments are not fully addressed or incorporated, LOCAL AGENCY shall return final FACILITY PLANS for corrections and shall not be considered as final FACILITY plans by the AUTHORITY or the AUTHORITY'S CONTRACTOR.
- F. AUTHORITY'S CONTRACTOR shall make final corrections to the LOCAL FACILITY PLANS and provide a copy to LOCAL AGENCY. This section shall not apply until paragraph 2.E of Appendix C is satisfied.
- G. AUTHORITY'S CONTRACTOR shall perform the construction services for the FACILITY WORK in accordance with the LOCAL FACILITY PLANS.
- H. Deviations from AUTHORITY'S CONTRACTOR's LOCAL FACILITY PLAN initiated by AUTHORITY, AUTHORITY'S CONTRACTOR or LOCAL AGENCY, 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.
- I. LOCAL AGENCY shall be entitled to have a reasonable number of representatives on the site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

**MASTER AGREEMENT**

- J. Upon completion of the FACILITY WORK, LOCAL AGENCY agrees to accept LOCAL AGENCY and maintenance of the constructed facilities.
- K. 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.
- L. AUTHORITY shall provide LOCAL AGENCY with as-built drawings of the 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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California High Speed Rail Authority

**MASTER AGREEMENT**

**APPENDIX E**

**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 1976 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:** Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
  - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
  - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
  - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

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**MASTER AGREEMENT**

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

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

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

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

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

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

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov). The additional requirements will be added to this contract(s).

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**MASTER AGREEMENT**

**2. CCC 307 – CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

**MASTER AGREEMENT**

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)

**CCC 307 – CERTIFICATION**

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.
6. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**NOTE:** This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the

**MASTER AGREEMENT**

applicable CCC. Visit this web site to view the entire document:  
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

**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.

## MASTER AGREEMENT

Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**MASTER AGREEMENT**

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

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

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

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

20. **LOSS LEADER:**

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

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**MASTER AGREEMENT**

**APPENDIX D**

**LOCAL AGENCY SPECIAL CONDITIONS**

**DESIGN STANDARDS**

AUTHORITY'S CONTRACTOR shall conform to the following FACILITY WORK standards and criteria:

- a. Design Speed for FACILITY WORK shall be 65 MPH
- b. Current California Department of Transportation standards shall apply as related to above selected Design Speed.
- c. Deviations from standards as defined in this Appendix D whether advisory or mandatory must be approved by DIRECTOR prior to completion of 30% plans. Approval of one deviation does not constitute approval to any other deviation from those same standards.
- d. Crossings shall remain opened to the greatest extent possible during the construction of FACILITY WORK, and at no time shall two consecutive crossings be closed.
- e. Traffic management, haul routes, and detouring plans must be approved by DIRECTOR prior to closing any crossing.
- f. Shoulder widths determined pursuant to Current California Department of Transportation standards shall be increased as necessary to ensure compliance with San Joaquin Valley Air Pollution Control District Rule 8061.
- g. If public traffic is proposed to be conveyed through active construction sites, not less than one lane with a minimum width of 12 feet shall be available for safe conveyance of public traffic at all times when construction operations are actively ongoing, and not less than two lanes, each with a minimum width of not less than 12 feet shall be available for safe conveyance of public traffic at all times when construction operations are not actively ongoing. While under reversing, one-way traffic control, public traffic shall not be delayed in excess of fifteen minutes.
- h. If public traffic is proposed to be conveyed via off-site detour routes, AUTHORITY'S CONTRACTOR shall prepare an analysis of the cost to the public to use the detour route for the intended duration of the closure as compared to the additional cost associated with routing public traffic through the active construction site. Such proposal and analysis shall be subject to review and approval or rejection by DIRECTOR. In cases where it is inherently unsafe or impracticable to convey traffic through active construction sites, AUTHORITY'S CONTRACTOR shall so inform DIRECTOR and DIRECTOR may waive the requirement that an analysis of cost to the public
- i. All off-site detours shall utilize only public roads which are paved and centerline-striped and in good repair suitable for the volume of traffic anticipated.
- j. All local facilities shall include provisions for pedestrian access. All over crossings shall have pedestrian sidewalks in accordance with Federal, State and Local laws.
- k. Design for storm water mitigation shall be the responsibility of the Design Builder and shall not become the responsibility of the LOCAL AGENCY.
- l. Embankment for overcrossings shall be designed in such a way to mitigate erosion by implementing hardscape techniques or flattening of the slopes.

Comment [CoF5]: TPA to review.

## **MASTER AGREEMENT**

### **EXISTING CONDITIONS**

AUTHORITY'S CONTRACTOR, prior to the beginning of any construction in relationship to AUTHORITY WORK or FACILITY WORK shall document the condition of all of LOCAL AGENCY's facilities which will or may be impacted, either temporarily or permanently, including but not limited to potential detour routes and haul routes. AUTHORITY CONTRACTOR shall thereafter provide such documentation and allow adequate time for LOCAL AGENCY review and verification thereof. Neither AUTHORITY WORK nor FACILITY WORK shall commence until DIRECTOR has issued written concurrence to AUTHORITY regarding AUTHORITY'S CONTRACTOR documentation.

At the completion of construction of any/all AUTHORITY WORK or FACILITY WORK, LOCAL AGENCY's FACILITIES which are not otherwise reconstructed or improved as FACILITY WORK and which are impacted as a result of AUTHORITY WORK or FACILITY WORK shall be brought back to a state of repair at least equal to that originally documented by AUTHORITY'S CONTRACTOR and concurred with by DIRECTOR. DIRECTOR has final approval of remediation work required for returning LOCAL FACILITIES to their original state of repair.

### **SCHEDULE**

AUTHORITY'S CONTRACTOR shall diligently undertake, or cause to be undertaken, the FACILITY WORK in accordance with LOCAL AGENCY's, AUTHORITY'S or AUTHORITY'S CONTRACTOR'S Project schedule and/or timeline as specified in the Task Order for that specific FACILITY WORK. AUTHORITY'S CONTRACTOR agrees to be solely responsible for all costs associated with any delay not inclusive of review time constraints by LOCAL AGENCY, in completing the FACILITY WORK in accordance with the schedule and/or timeline specified in the Task Order for that specific FACILITY WORK. Costs associated with delays shall consist of, but shall not be limited to, cost incurred by the general Public associated with extended use of detours, loss of use of facility, detouring, signage, advertisement, and degradation of local roads used for purpose of detouring traffic and/or transporting construction materials.

### **LOCAL AGENCY'S FACILITIES**

LOCAL AGENCY's Facilities shall at all times remain the property of LOCAL AGENCY and shall be properly protected and maintained by LOCAL AGENCY; provided, however, that LOCAL AGENCY shall not be required to protect LOCAL AGENCY's facilities during RELOCATION thereof by AUTHORITY'S CONTRACTOR and shall not be required to provide maintenance of such facilities during construction thereof except to the extent that need for such maintenance is not, directly or indirectly, precipitated by actions of AUTHORITY or AUTHORITY'S CONTRACTOR

### **TRAFFIC**

Furthermore, for determination of current traffic volumes, the Fresno Council of Governments' traffic model ("COG Model") in effect as of the date of execution of the

**MASTER AGREEMENT**

TASK ORDER pertaining to construction of such AGENCY FACILITIES shall be used. Design Traffic Volumes shall be those current traffic volumes contained in or interpolated from said COG Model, projected to reflect the anticipated traffic volumes upon completion of construction of all AGENCY FACILITIES impacted by AUTHORITY'S Project. Such projections shall be provided by AUTHORITY'S CONTRACTOR and shall account for any increased traffic volumes likely to occur as a result of modifications to AGENCY FACILITIES and/or otherwise resulting from AUTHORITY'S Project. Such projections shall be subject to approval by DIRECTOR, which approval shall not be unreasonably withheld.

Improvements which, provided that they are required by application of the projected traffic volumes as described in the preceding paragraph to the Design Standards described in Appendix F of this Agreement, shall not be considered betterments include, but shall not be limited to: increases in lane and shoulder width, addition of paved shoulders or other shoulder treatments to comply with local air district rules, correction of vertical or horizontal profiles not meeting current Design Standards, the replacement or extension of existing structures to provide appropriate clear width, increased roadway structural sections, installation of bridge or culvert approach treatments, retrofit or reconstruction of existing traffic signals, installation of new traffic signals where such installation is warranted based on traffic volumes projected as described herein; and all ancillary work precipitated by such improvements.

DRAFT

## MASTER AGREEMENT

### APPENDIX E – STAKEHOLDER COLLABORATION

In order to accomplish PROJECT(s) through the most effective means available, PARTIES will collaborate as agreed to in Section 5.3 “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 Collaboration Implementation Plan*” – the intention of this plan 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 collaborative 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 stakeholder relationship and review its processes as necessary to improve or correct any procedures/practices and efficiently identify and resolve PROJECT issues.

**MASTER AGREEMENT**

**APPENDIX F – COUNTY OF FRESNO PS&E  
CONSTRUCTABILITY REVIEW CHECKLIST**

Project Name/Contract No.: \_\_\_\_\_

Project Location: \_\_\_\_\_

**UNIT: ROAD MAINTENANCE & OPERATIONS**

*I certify that a thorough and complete constructability review has been performed by my staff:*

\_\_\_\_\_  
Signature of Functional Manager                      Date

\_\_\_\_\_  
Signature of Reviewer                                      Date

**PS&E Milestone**

	<b>Key Constructability Issues</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>
	<b>OPERATIONS</b>			
1	Access for maintenance personnel (trash, landscape, electrical, structures & parking)			
2	Proposed landscaping provides erosion, weed & insect control & is fast growing			
3	Provisions for maintenance cleanouts for drainage			
4	Problem drainage areas identified			
5	Salvageable materials identified			
6	Previous suggestions/corrections addressed			
	<b>TRAFFIC.</b>			
7	Adequate access for residents & businesses in areas under construction			
8	Construction staging covered in sign plan			
9	All roadside signs include size and type of posts			
10	Staging plans show how traffic is being handled for each stage and each traffic stage shows a striping/marker plan.			
11	Construction area signs			
12	Traffic Signal plans included			
13	Power source identified for permanent & temporary electrical systems			
14	Specifications for traffic handling & lane closures are included			
15	Traffic signal equipment and conductor schedules complete			
16	Traffic signal plans match signing and pavement delineation plans			
17	Signing and pavement delineation plans developed			
18	Traffic Management Plan has been developed, if required			
19	Development of workable construction staging plans/detour routes completed			
20	Previous suggestions/corrections addressed			

\* Fill in shaded cells with:  
C = Comment  
NC = No Comment

NA = Not Applicable

**MASTER AGREEMENT**

**UNIT: DESIGN**

*I certify that a thorough and complete constructability review has been performed by my staff:*

\_\_\_\_\_  
Signature of Functional Manager                      Date

\_\_\_\_\_  
Signature of Reviewer                                      Date

	Key Constructability Issues	PS&E Milestone		
		30%	60%	90%
	<b>DESIGN</b>			
1	Preliminary structures studies performed			
2	Conflicts with ongoing projects identified			
3	Identification and avoidance of section 4(f) properties			
4	Non Project utilities identified			
5	Railroad involvement identified			
6	Geometric Approval Drawings completed			
7	Typical cross sections developed			
8	Adequate access for residents & businesses in areas under construction			
9	Project materials recommendations for:			
	Embankment foundations and settlement estimates			
	Slope Design			
	Structural Section			
	Subsurface/groundwater control			
10	Consistency between roadway and structure plans			
11	Construction area signs			
12	Grading plans			
13	Schedule of all utility relocations			
14	Signing and pavement delineation plans			
15	Traffic signal plans included			
16	Stage construction developed and adequately shown on plans			
17	Storm Water Pollution Prevention Plan (SWPPP) issues addressed			
18	Necessary construction details covered in project plans			

**MASTER AGREEMENT**

19	Work shown on plans is adequately described in Std Specs or SSPs			
20	Specifications for traffic handling & lane closures are included			
21	All items of work shown on Plans specified in SSPs and match pay items in Engineers Estimate. Description and unit of measure are consistent in PS&E.			
22	Standard Plans Lists are complete and accurate.			
23	First Layout sheet contains legends, symbols abbreviations not shown on Standard Plans. All necessary exist facilities shown in dropout.			
24	Construction Details are complete.			
25	Summary of Quantities are tabulated & summarized correctly.			
26	Log of Test Borings included for all retaining walls.			
27	Number of working days sufficient for the type of work.			
28	Liquidated damages calculated per projects complexity.			
29	Lane closure charts are included.			
30	Specifications for traffic handling & lane closures are included			
31	SSPs specify all work to be done in Plans & contract pay items.			
32	All SSPs have necessary measurement and payment clauses.			
33	All SSPs related to obstructions (including high risk facilities) are incl.			
34	All non project utilities have been relocated			
35	Railroad clauses provided.			
36	Supplemental Funds for miscellaneous items included.			
37	All necessary municipal agency permits to construct identified/acquired			
38	Required construction windows identified and impacts included in design and specifications			
39	Proposed "work-arounds," if needed, are clearly defined			
40	Utility Plans complete & high risk utilities identified & located on plans including relocations.			
41	Reviewed and approved preliminary drainage calculations			
42	Preliminary drainage plans			
43	Maintainable facility with sufficient right of way and/or drainage easements			
44	Utilization of correct erosion factors for slope soil loss, stream aggradation/degradation outlet velocities			
45	Drainage mitigation measures proposed			
46	Are water quality (surface groundwater) impacts anticipated and			

**MASTER AGREEMENT**

	mitigated (detention and/or retention ponds required)			
47	Are dewatering systems needed			
48	Flow diversion/connection approved by appropriate agencies			
49	Drainage for construction staging reviewed			
50	Drainage interface with adjoining projects or future projects			
51	Drainage plans, profiles and details are sufficient including special designs for large underground structures			
52	Bridge and/or pumping plant plans included			
53	Erosion Control plans complete and sufficient			
54	Pipe jacking method appropriate for given site conditions			
55	Materials report recommendations for backfilling adequate			
56	Channel lining adequate for conditions and availability of source			
57	Ultimate drainage basin design protects private property and roadway against flooding			
58	Minimum diversion of natural stream flow			
59	SAG points of depressed sections of alignment designed for 10-year storm			
60	Upstream and downstream affect on run-off is addressed			
61	Drainage is consistent with roadway and structure plans			
62	Drainage quantity estimates accurate			
63	Drainage specifications adequate			
64	Floodplain issues resolved (i.e., impact on base flood elevation)			
65	Computability of project with future projects			
66	Drainage profiles included as required.			
67	Previous suggestions/corrections addressed			
	<b>RIGHT-OF-WAY</b>			
68	Identify right of way needs			
69	Right-of-way boundaries include all roadway facilities			
70	All appraisals, acquisitions, and relocation assistance procedures/ processes are conducted in accordance with Federal/State regulations			
71	Right of way acquisitions started			
72	Temporary construction easements identified and complete			
73	All utilities have Joint Use or Common Use agreements			

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74	Railroad agreements contain necessary language with regard to insurance, maintenance, construction, costs, and clearance issues			
75	All easements are reviewed before granting			
76	Right of way summary traverses			
77	All right-of-way has been acquired & certified			
78	Previous suggestions/corrections addressed			
	<b>ENVIRONMENTAL</b>			
79	Are all required mitigation measures in the environmental document addressed			
80	Are all permit requirements satisfied and permit receipt progressing on schedule			
81	Are Environmental Sensitive Areas (ESA) included on design plans and included in the SSPs			
82	Is there a list of recommendations and commitments for permit requirements including schedules and commitments provided by the permitting agency			
83	Is an environmental reevaluation required or needed			
84	All environmental permit requirements determined and requests issued			
85	Mitigation monitoring program established and feasible			
86	Construction staging areas identified and studied			
87	Environmental construction windows identified			
88	Previous suggestions/corrections addressed			

\* Fill in shaded cells with:  
 C = Comment  
 NC = No Comment  
 NA = Not Applicable

**MASTER AGREEMENT**

**UNIT: CONSTRUCTION**

*I certify that a thorough and complete constructability review has been performed by my staff:*

\_\_\_\_\_  
Signature of Functional Manager      Date

\_\_\_\_\_  
Signature of Reviewer      Date

1	Typical cross sections include existing conditions.			
2	Construction staging area identified in the Area of Potential Effect			
3	Cross sections are developed as required.			
4	Any conflicts with on-going contracts/projects.			
5	Lane closure charts' times and days are realistic.			
6	Detours, Traffic handling plans and stage construction plans are included as required.			
7	Construction Details are complete and buildable.			
8	Drainage profiles included as required. Alternative pipe culvert table included.			
9	Railroad involvement on plans resolved.			
10	Adequate access as required for residents/businesses in areas under construction is obtained.			
11	Log of Test Borings included.			
12	Liquidated damages calculated per project's complexity.			
13	All right of way needs has been identified and acquired			
14	Number of working days sufficient for the type of work.			
15	Impacts of construction windows identified			
16	All necessary permits to construct/enter identified and acquired.			
17	Utility Plans complete and high risk utilities identified and located on plans.			
18	Previous suggestions/corrections addressed			
	<b>SURVEYS</b>			
19	All dimensions			
20	Drainage plans and profiles			
21	Determine that the plans are stakeable from a construction survey point of view			
22	Sub grade & finished grade slope stake listings			
23	Cross sections - w/finished grades and subgrade			
24	Horizontal control: Basis of Bearings defined with ties from physical survey monuments to design. Horizontal datum listed if California Coordinate System Lat/Long is used			
25	Vertical control: Benchmark(s) and vertical datum used as basis of vertical control.			
26	Vertical alignment : Profile with stationing, elevations, grades, curves,			

**MASTER AGREEMENT**

	PVI's, etc.			
27	Horizontal alignment with bearings, stationing, curve information (alignment)			
28	Defined right of way with drawings and/or descriptions tied to design horizontal control system.			
29	Sufficient typical sections (no undefined variables) and construction details to control entire project.			
30	Superelevation diagrams if applicable.			
31	Finished grade listing for all points shown on typical sections at a 50' interval.			
32	Previous suggestions/corrections addressed			
<b>MATLS&amp;GEOTECH</b>				
33	Party responsible for construction testing identified			
34	Project Materials Report recommendations followed for:			
	Structural Section Design			
	Slope Design			
	Embankment foundations & settlement estimates			
	Subsurface/ground water control			
	Earthwork			
	Seismic Design Criteria			
35	Construction testing method and required specifications identified			
36	Geotechnical Baseline Info (if appropriate)			
37	Materials handout provided (when applicable)			
38	Test methods comply with Calif. Test Methods or ASTM or AASHTO alternative			
39	Previous suggestions/corrections addressed			

\* Fill in shaded cells with:  
 C = Comment  
 NC = No Comment  
 NA = Not Applicable

**MASTER SCHEDULE OF FEES, CHARGES, AND RECOVERED COSTS**

**SECTION 2200 -- PUBLIC WORKS**

<b>FEE DESCRIPTION</b>	<b>FEE AMOUNT</b>	<b>FEE SETTING AUTHORITY</b>	<b>YEAR ADOPTED</b>	<b>EFFECTIVE DATE</b>	<b>% OF COST</b>	<b>REFERENCE</b>
<b>2201. Inspection Services</b>						
a. Encroachment Inspection Fees						
1. Plan Review	\$640.00 per set of plans	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
2. Plow-in" Excavation for Installation of Underground Facilities Located Off Pavement Area		Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
a) Less than 1,001 Linear Ft.	\$125.00 each					
b) Above 1,000 Linear Ft.	\$125.00 each + \$2.38+/100 linear ft. over 100					
3. Trench type" Excavation for Pipelines, Duct Systems, Cables Located Off Pvmt. Area		Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
a) Less than or equal to 100 Linear Ft.	\$125.00 each					
b) Above 100 Linear Ft.	\$125.00 + \$.21 linear ft. over 100					
4. All Excavations Within Pavement Area		Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
a) Less than or equal to 100 Linear Ft.	\$125.00 each					
b) Above 100 Linear Ft.	\$125.00 + \$.77 linear ft. over 100					
5. Excavation for Irrigation Pipeline crossing County Road	\$125.00 per road crossing	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
6. Excavation for Sewer House & Water Laterals in Pavement Area	\$125.00 per lateral	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
7. Tree Removal Permit	\$0.00	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
8. Block Party	\$0.00	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
9. Geophysical Survey	\$111.00 per application	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
10 Parades	\$77.00 per application	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
11 Traffic Control System	\$95.00 per permit plus \$25.00 per calendar day of detour/closure	Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
B. Snow Removal Permits						
1. Shaver Area	\$537.00 per year					
2. Tamarack Area	\$537.00 per year					
3. Huntington Area	\$537.00 per year					
4. Hume Area	\$537.00 per year					

**MASTER SCHEDULE OF FEES, CHARGES, AND RECOVERED COSTS**

**SECTION 2200 -- PUBLIC WORKS**

<b>FEE DESCRIPTION</b>	<b>FEE AMOUNT</b>	<b>FEE SETTING AUTHORITY</b>	<b>YEAR ADOPTED</b>	<b>EFFECTIVE DATE</b>	<b>% OF COST</b>	<b>REFERENCE</b>
C. Transportation Permits-Extra Legal Load 1. Blanket Permit 2. Special Trips 3. Variance 4. Holder of Annual Permit	\$27.00 per year \$16.00 per trip \$24.00 per trip \$6.00 per trip					
<b>(CONTINUED)</b>						
<b>2203. County Surveyor Services</b>						
A. Road--Abandonments (On-System, Maintained Roads)		Board of Supervisors	2007-08	07/05/07	100%	Ord. #07-024
1. Feasibility Study	\$300.00					
2. General Vacation	\$2,720.00					
3. Summary Vacation	\$1,559.00					
B. Road--Abandonments (Off-System, Non-Maintained Roads)						
1. Feasibility Study	\$300.00					
2. General Vacation	\$2,720.00					
3. Summary Vacation	\$1,559.00					
<b>2204. Road Improvement Permits</b>						
A. Improvement Application Fees		Board of Supervisors	2007-08	01/01/08	100%	Ord. #07-048
1. Plan Review	\$1,300.00 per set of plans					
2. Concrete Curbs/Gutters	\$275.00 plus \$0.77/linear-foot					
3. Sidewalks	\$10.00 plus \$0.105/square-foot					
4. Asphalt Concrete (HMA) Approach/ Frontage	\$275.00 plus \$1.15/square-yard					
5. Concrete Approach	\$275.00 plus \$0.23/square-foot					
6. Asphalt Concrete (HMA) Pavement	\$275.00 plus \$1.15/square-yard					
7. Other Rd. Impvmt. Facilities	\$275.00 plus 6% of Engineer's Estimate					
<b>2205. Miscellaneous Fees</b>						
A. Access to Super Arterial Highway		Board of Supervisors	2007-08	01/01/08	100%	Ord. #07-048
1. Application	\$1,193.00 each					
2. Refund--Application Denied/Withdrn.	\$200.00 each					
B. Miscellaneous Permits-Admin. Only	\$68.00 each					
C. Speed Hump Study	\$320.00 each					
D. Labor, Equipment, Material and Penalties						
1. Labor, Equipment and Material	Actual Cost plus 15%					
2. Penalties for unauthorized work	Double the Plan Review Fee Permit Fee & Labor, Equipment & Material charge					

**MASTER SCHEDULE OF FEES, CHARGES, AND RECOVERED COSTS**

**SECTION 2200 -- PUBLIC WORKS**

FEE DESCRIPTION	FEE AMOUNT	FEE SETTING AUTHORITY	YEAR ADOPTED	EFFECTIVE DATE	% OF COST	REFERENCE
E. Extra Encroachment Plan Review	\$54.00 per review above first 2 reviews	Board of Supervisors	2007-08	01/01/08	100%	Ord. #07-048
F. Extra Improvement Plan Review	\$232.00 per review above first 2 reviews					
G. Permit Re-Inspection (Not Ready)	\$25.00 each					
H. Permit Extra-inspect. (above 2 per permit)	\$25.00 each					
I. Right of Way/Traffic Control Permission Fee	\$288.00 each	Board of Supervisors	2007-08	1/4/2008	100%	Ord. # 07-048
<b>2206. Drainage Costs and Fees</b>	<p>Local drainage fees required by Chapter 17.64 of Title 17 of the Fresno County Ordinance Code are calculated in accordance with a schedule of per gross acre fees. The fee applicable to any parcel of land or division shall be the product of the gross acreage of the parcel or division multiplied by the rate or rates per gross acre applicable to the land use district, local drainage area and local drainage area zone within which the parcel or division is located. The per gross acre rates and estimated total cost of the planned local drainage facilities are set forth on a separate schedule. Copies of that schedule are kept and maintained in the offices of the County Public Works Department, County Auditor-Controller/Treasurer-Tax Collector, and Clerk to the Board of Supervisors.</p>					

**TASK ORDER NO. FC00001**  
CHSRP Interaction Removal or Relocation Plan

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Date: July 19, 2012  
LOCAL AGENCY: The County of Fresno  
Agreement No: 0000000  
Task Order No: FC00001  
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 LOCAL AGENCY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

**FACILITY WORK TO BE DONE**

**1. Master Agreement**

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

**2. Scope of Work**

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

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

**TASK ORDER NO. FC00001**  
CHSRP Interaction Removal or Relocation Plan

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- **Subtask R1.01**

Scope: Design, secure permits, traffic control, construct a bridge at American Ave and roadway modifications in the City of Fresno. Roadway modifications include new intersections at American Ave and Maple Ave and American Ave and Cedar Ave. WORK is shown on Drawing CB1671, CT1028, TT-D1027, CV-T1039, CV-T1040, CV-T3013 and ST-K1048.

Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$6,942,966

- **Subtask R1.02**

Scope: AUTHORITY'S CONTRACTOR shall reimburse the LOCAL AGENCY for all costs resulting from plan check review, permits, inspection and testing (inspection & testing in an oversight Quality Assurance capacity only). AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout. The estimated value does not include plan review and inspection costs for false work since LOCAL AGENCY will require AUTHORITY'S CONTRACTOR to review and certify.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$40,000

### **3. Project Schedule**

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

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

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

**Design:**

**Start Date:** January 2013

**Completion Date:** June 2013

**Construction:**

**Start Date:** June 2013

**Completion Date:** February 2016

**TASK ORDER NO. FC00001**  
CHSRP Interaction Removal or Relocation Plan

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**PERFORMANCE OF THE FACILITY WORK**

**1. Design**

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

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

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

**2. Construction**

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

**LIABILITY FOR WORK**

In accordance with Section 3 of the Master Agreement, LOCAL AGENCY 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 \$6,982,966

**Cost Allocation**

AUTHORITY pays 100 % and LOCAL AGENCY pays 0 % of cost of FACILITY WORK

**COST ESTIMATE**

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

**1. For Work by LOCAL AGENCY**

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

**TASK ORDER NO. FC00001**  
CHSRP Interaction Removal or Relocation Plan

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

AUTHORITY has prepared an initial cost estimate in the amount of \$6,982,966 for the FACILITY WORK included in this TASK ORDER.

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

**BETTERMENT, ACCRUED DEPRECIATION, SALVAGE**

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

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

**BILLING AND PAYMENT**

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

**CONTACTS**

The contacts for this TASK ORDER will be as follows:

LOCAL AGENCY: Alan Weaver

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

**TASK ORDER NO. FC00001**  
CHSRP Interaction Removal or Relocation Plan

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**SIGNATURES**

This TASK ORDER shall become effective upon the later of:

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

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. \_\_\_\_\_ between the AUTHORITY, LOCAL AGENCY, 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.

**LOCAL AGENCY:**

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

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

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

**LOCAL AGENCY Legal Review**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature –LOCAL AGENCY'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

**TASK ORDER NO. FC00001**  
CHSRP Interaction Removal or Relocation Plan

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

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