California High-Speed Rail

Agreement Status

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

Entity: The County of Madera

Entity Role: The County of Madera 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. Legal Review is 100% complete. The County of Madera will present Master Agreement to their Board of Supervisors for approval on the July 24, 2012 Board Meeting. Master Agreement is expected to be executed by August 12, 2012.

Task Orders: Draft Task Order 1 has been prepared. County of Madera has not provided comments to Draft Task Order 1.

DISCLAIMER: **Because the Master Agreement has not yet been approved by the County of Madera 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 Madera staff has reviewed and approved 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.**

MASTER AGREEMENT

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MASTER AGREEMENT

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

THIS AGREEMENT, entered into this _____ day of _____, 2012 (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 *County of Madera*, a political subdivision of the State of California whose principal mailing address is 200 W Fourth St, Madera CA, 93637, hereinafter referred to as the "LOCAL AGENCY".

RECITALS

WHEREAS, LOCAL AGENCY owns, operates or maintains certain FACILITIES, as defined herein, in the State of California of which certain FACILITIES may be operated under regulations of the California Public Utilities Commission and are located on a public road or publicly owned rail corridor; and

WHEREAS, AUTHORITY is currently engaging in a program throughout the State of California under current provisions of Section 2704.04 of the Streets and Highways Code ("S&H Code") and Sections 185033 and 185036 of the Public Utilities Code, to construct a high-speed rail system for the State of California (the "SYSTEM"), by undertaking a number of "PROJECT(s)," as defined herein; and

WHEREAS, from time to time work on a PROJECT will occur in areas where LOCAL AGENCY's FACILITIES are located; and

WHEREAS, work on a PROJECT may require the location (vertically and/or horizontally), protection, relocation, installation, removal, or some combination thereof, of LOCAL AGENCY's FACILITIES; and

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

ACCORDINGLY, for and in consideration of the mutual promises set out herein, the adequacy of which are hereby acknowledged, AUTHORITY and LOCAL AGENCY hereby agree as follows:

1. DEFINITIONS

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

1.1 AUTHORITY

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

1.2 AUTHORITY'S CONTRACTOR

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

1.3 BETTERMENT

"BETTERMENT" means the cost of any upgrades to the FACILITIES not attributable to the AUTHORITY'S PROJECT(s) and made solely for the benefit, and at the election, of LOCAL AGENCY. As employed herein, for the sake of clarification, BETTERMENT does not include those differences in cost caused by changes in manufacturing standards, availability of materials, regulatory requirements or any upgrades required by the LOCAL AGENCY'S standard specifications, standards of practice and construction methods applied to comparable FACILITIES constructed by or for the LOCAL AGENCY at its own expense, that are in effect as of the date of execution of the specific TASK ORDER for that FACILITIES WORK.

1.4 CONSTRUCTION CONTRACT

"CONSTRUCTION CONTRACT" means the contract between the AUTHORITY and the AUTHORITY'S CONTRACTOR for construction (with or without design) of the PROJECT work that is impacting LOCAL AGENCY'S. All references herein to "the CONSTRUCTION CONTRACT" refer to the CONSTRUCTION CONTRACT(S) for the PROJECT(S) that impact the FACILIITIES, and when used in reference to a particular FACILITY, refer to the CONSTRUCTION CONTRACT that impacts the referenced FACILITY.

1.5 FACILITY

"FACILITY" means a facility under the ownership or exclusive operation of LOCAL AGENCY, including but not limited to (a) any pole, poleline, pipe, pipeline, conduit, cable, aqueduct, or other structure used for public or privately owned utility services, and (b) any public streets, highways, bridges, retaining walls, alleys, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, and public police and fire alarm systems.

1.6 FACILITY WORK

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

1.7 HAZARDOUS MATERIAL

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

1.8 PARTIES

"PARTIES" refers to the AUTHORITY and LOCAL AGENCY, collectively.

1.9 PRIOR RIGHTS

"PRIOR RIGHTS" means, superior rights, prescriptive rights (under court order) contractual rights, permit or common law, as applicable (collectively referred to as "PRIOR RIGHTS")

1.10 PROJECT

"PROJECT" means a segment of the System (as determined by AUTHORITY) and the work undertaken or contracted for by AUTHORITY to construct, inprove, maintain and/or operate such segment (including new construction as well as reconstruction of, or other modification of existing rail facilities). All references herein to "the PROJECT" refer to the PROJECT(S) that impact the FACILIITIES, and when used in reference to a particular FACILITY, refer to the PROJECT that impacts the referenced FACILITY.

1.11 RELOCATION

"RELOCATION" means removal, relocation, protection or any other rearrangement or modification of LOCAL AGENCY'S FACILITIES as ordered and approved by AUTHORITY to accommodate any of AUTHORITY's PROJECTS that may impact LOCAL AGENCY'S FACILITIES. RELOCATION shall include, but not be limited to preparation and submission of RELOCATION plans or drawings sufficiently engineered to allow construction of the ordered RELOCATION, and a detailed estimate by LOCAL AGENCY and/or AUTHORITY of the actual and necessary cost of the ordered RELOCATION including reviewand inspection, for approval by LOCAL AGENCY and AUTHORITY.

1.12 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 fully executed deed in the usual form or other fully executed valid instrument, whether or not recorded, that conveys a permanent property right to LOCAL AGENCY for the FACILITIES to be located in a defined area of real property, or a defined area within a PROJECT's right of way that is subject to a recorded Joint Use Agreement or Consent to Common Use Agreement.

1.13 TASK ORDER

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

1.14 UNFORESEEN WORK

"UNFORESEEN WORK" means any new and/or extra work found essential to the satisfactory completion of the PROJECT(s) and not covered by any of the various TASK ORDERS. .

1.15 WASTED WORK

"WASTED WORK" means design, design review, construction work or inspection performed by LOCAL AGENCY upon written direction from AUTHORITY, 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 the PARTIES. This term includes any other design or construction work that is needed to accommodate the PROJECT and is subsequently rendered unnecessary.

2. WORK TO BE DONE

2.1 FACILITY WORK

In general, the FACILITY WORK will involve the RELOCATION of existing FACILITIES owned, operated, or maintained by the LOCAL AGENCY, or the construction of new FACILITIES (or any combination thereof) that will be and/or remain the property of LOCAL AGENCY, along with design, engineering, planning, inspection, permitting, testing, certifying and any miscellaneous related work. FACILITY WORK specific to a particular FACILITY'S RELOCATION shall be detailed in a subsequently executed Task Order Agreement (Task Order).

2.2 TASK ORDERS

FACILITY WORK specific to a particular FACILITY'S RELOCATION shall be detailed in a TASK ORDER executed by the AUTHORITY, the AUTHORITY'S CONTRACTOR and the LOCAL AGENCY. The TASK ORDER shall be generally in the form of Appendix B, and will set forth among other things, the arrangements among the three 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. The content of each Task Order shall be mutually agreed upon by the AUTHORITY, the AUTHORITY'S CONTRACTOR and the LOCAL AGENCY, subject to compliance with the requirements of this Agreement. Task Orders may cover RELOCATION of a single FACILITY, or of a group of FACILITIES.

2.3 BETTERMENT WORK AT LOCAL AGENCY'S REQUEST

Any work considered a 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 to LOCAL AGENCY.

2.4 UNFORESEEN WORK

If any UNFORESEEN WORK arises during the performance of the FACILITY WORK, it shall be performed under the TASK ORDER that is applicable to the FACILITY WORK to which it relates. If the UNFORESEEN WORK does not arise in connection with any FACILITY WORK, it shall be addressed in a separate TASK ORDER under this Agreement. Notwithstanding the foregoing, the AUTHORITY reserves the right to make the final determination as to whether any UNFORESEEN WORK will be performed and LOCAL AGENCY is obligated to comply with AUTHORITY's determination.

3. LIABILITY FOR WORK

3.1 GENERAL

Liability for the cost of FACILITY WORK shall be determined by statute, superior

rights, prescriptive rights (under court order) contractual rights, permit or common law, as applicable (collectively referred to as "PRIOR RIGHTS"). LOCAL AGENCY is responsible to prepare, document and submit a claim for its declared right of occupancy for each FACILITY for which it claims PRIOR RIGHTS, which claim shall be subject to AUTHORITY's approval. For each FACILITY, the allocation of liability determined pursuant to this Section 3 shall be stated in the relevant TASK ORDER.

3.2 AUTHORITY'S EXPENSE

Unless LOCAL AGENCY agrees otherwise in writing, FACILITY WORK will be performed at AUTHORITY's expense where PRIOR RIGHTS dictate that the cost for such work shall be borne by AUTHORITY. The burden of establishing PRIOR RIGHTS rests with the LOCAL AGENCY.

3.3 LOCAL AGENCY'S EXPENSE

FACILITY WORK will be performed at LOCAL AGENCY's EXPENSE where:

(A) Work is mutually determined in writing to be a BETTERMENT as defined in herein;
(B) LOCAL AGENCY is unable to produce documentation satisfactory to AUTHORITY of its PRIOR RIGHTS to the property area where its FACILITIES are located;
(C) It is determined by PRIOR RIGHTS that the cost for such work shall be borne by LOCAL AGENCY; or
(D) LOCAL AGENCY agrees in writing.

3.4 SHARED EXPENSE

FACILITY WORK will be performed at the shared expense of AUTHORITY and LOCAL AGENCY in circumstances where the PARTIES agree in writing to do so. The proportion of FACILITY WORK expense to be borne by each PARTY shall be clearly identified in the TASK ORDER for that FACILITY WORK.

3.5 LIABILITY IN DISPUTE

In signing this Agreement, neither the AUTHORITY nor the LOCAL AGENCY shall diminish their respective positions nor waive any of their respective rights nor does either PARTY accept liability for any disputed work. AUTHORITY and LOCAL AGENCY reserve the right to have disputes regarding liability resolved by future negotiations or in accordance with the dispute resolution terms of the CONSTRUCTION CONTRACT.

3.6 AUTHORITY'S CONTRACTOR CLAIMS

In the event the AUTHORITY'S CONTRACTOR provides a notice of intent to make a claim against the AUTHORITY relating to the FACILITY WORK, the AUTHORITY will, in accordance with the AUTHORITY's dispute resolution procedure, notify LOCAL AGENCY of the notice of intent.

In the event the AUTHORITY'S CONTRACTOR makes any claim against the AUTHORITY relating to the FACILITY WORK, the AUTHORITY will notify the LOCAL AGENCY of the claim and the LOCAL AGENCY will cooperate with the AUTHORITY in analyzing and resolving the claim within the time required by the CONSTRUCTION CONTRACT.

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

3.7 DISPUTES

The AUTHORITY and the LOCAL AGENCY agree that, as a general principle, the PARTIES shall attempt to resolve any and all disputes arising under this Agreement through a collaborative partnering process, which shall attempt to identify and resolve potential disputes without resort to formal legal process. In the event the LOCAL AGENCY disagrees with a determination or matter made by the AUTHORITY, the LOCAL AGENCY shall provide prompt written notice of its objection and the reasons for such objection. Thereafter, the PARTIES shall attempt to resolve such dispute through the partnering process, which may include escalation with the AUTHORITY at the AUTHORITY's discretion. If, within 14 days after conclusion of such partnering, the dispute persists, then the LOCAL AGENCY shall request a written statement of the AUTHORITY concerning its decision. The AUTHORITY shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the LOCAL AGENCY. The decision of the AUTHORITY shall be final and conclusive unless, on or before the 28th day from the date of receipt of such copy, the LOCAL AGENCY mails or otherwise furnishes a written appeal addressed to the AUTHORITY. The AUTHORITY shall then, within two weeks thereafter, either issue a modified decision, or such prior decision shall stand. If the dispute still remains after such decision, then either PARTY may, within 42 days after such decision is issued or deemed affirmed, refer the dispute to binding arbitration.

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 or permit the continuance of the Work as directed, in a diligent manner, and without delay; shall conform to any of the AUTHORITY'S responses, decisions, or orders; and shall be governed by all applicable provisions of the Agreement. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective of the ultimate outcome of any dispute.

In the event either PARTY, within the timeframe specified above, elect to refer a dispute to binding arbitration, then within 30 days after such request, the PARTIES will seek to appoint a panel of three arbitrators with not less than 10 years' experience each in complex construction disputes involving public works transportation projects. If the PARTIES cannot agree on a panel of three arbitrators, then each PARTY shall appoint one arbitrator, with the two so selected choosing the third arbitrator; in each instance,

such arbitrator shall meet the relevant qualifications. The arbitration proceeding shall be conducted in accordance with the procedures specified in California Public Contract Code Section 10240 *et seq*. and the implementing regulations thereto. The decision of the arbitrators shall be binding on the PARTIES and any judgment on the award there rendered may be entered in the Superior Court for Madera County.

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

4. PERFORMANCE OF WORK

4.1 GENERAL

All FACILITY WORK (design and construction phases) or portions thereof may be performed by the LOCAL AGENCY, the AUTHORITY or the AUTHORITY's CONTRACTOR, as agreed by said parties. Specific procedures, if any, that shall be followed in performance of the FACILITY WORK, the costs therefor and the allocation of responsibility for performing the various portions of FACILITY WORK shall be clearly stated in the TASK ORDER for that work.

4.2 AUTHORITY'S CONTRACTOR PERFORMS WORK

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

Upon AUTHORITY's written notice to the LOCAL AGENCY, the LOCAL AGENCY shall consider AUTHORITY's CONTRACTOR as acting on behalf of AUTHORITY for all matters pertaining to PROJECT(s) that are specifically identified in said notice.

4.3 STAKEHOLDER COLLABORATION

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

STAKEHOLDERS will attend an initial kick-off workshop as well as subsequent periodic meetings as scheduled throughout the duration of the PROJECT(s). During the initial workshop, STAKEHOLDERS will develop procedures and agreements (including TASK ORDERS) as specified in APPENDIX E, "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 the LOCAL AGENCY for the cost of participation in the initial workshop and subsequent STAKEHOLDER meetings shall be made, at the AUTHORITY's discretion by either the AUTHORITY or the AUTHORITY's CONTRACTOR.

Except to the extent otherwise required by law, neither the language of this clause, including the language in APPENDIX E, nor any statements made or materials prepared during or relating to STAKEHOLDER meetings, including any statements made or documents prepared by the facilitator, shall be admissible or discoverable in any judicial or other dispute resolution proceeding.

5. PAYMENT FOR WORK

5.1 COST OF FACILITY WORK

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

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

(1) The amount of any BETTERMENT to the FACILITIES resulting from such RELOCATION.

(B) A credit shall not be allowed against any portion of the cost that is otherwise chargeable to the LOCAL AGENCY.

(C) A credit allowance for age shall not be applied to publicly owned sewers.

(D) Eligible LOCAL AGENCY costs shall include only those authorized under Title 23 C.F.R. Part 645, Subpart A. The LOCAL AGENCY agrees that costs referenced in Title 23 C.F.R. Part 645 Section 117(d)(2) are not eligible for reimbursement. These regulations can be found at: http://www.access.gpo.gov/nara/cfr/waisidx/cfr-table-search.html

In conjunction with the foregoing, the LOCAL AGENCY acknowledges and agrees that it shall have no right to salvage any of the materials or parts contained within the FACILITIES and hereby assigns all such salvage rights to the AUTHORITY.

5.2 PAYMENT FOR THE COST OF FACILITY WORK

If the FACILITY WORK is at the AUTHORITY's expense, then the AUTHORITY shall pay or cause payment to be made to the LOCAL AGENCY in the amounts as established for the cost of FACILITY WORK performed by the LOCAL AGENCY, less the credits as determined in Section 5.1. At the AUTHORITY's discretion, the responsibility for making such payments to the LOCAL AGENCY may be delegated to AUTHORITY's CONTRACTOR; in such circumstances, the LOCAL AGENCY agrees to the AUTHORITY's delegation to the AUTHORITY's CONTRACTOR of the responsibility to make reimbursement payments to the LOCAL AGENCY.

If the FACILITY WORK is at the LOCAL AGENCY's expense and is performed by the AUTHORITY or the AUTHORITY's CONTRACTOR, the LOCAL AGENCY shall pay or cause payment to be made to the AUTHORITY or the AUTHORITY's CONTRACTOR (as designated by the AUTHORITY in written notice to LOCAL AGENCY) in the amounts established pursuant to this Agreement for the cost of FACILITY WORK, plus the amount of any credits as determined in Section 5.1. At the AUTHORITY's discretion, the AUTHORITY's CONTRACTOR is authorized to accept such payment from the LOCAL AGENCY; in such circumstances, the LOCAL AGENCY agrees to collection by the AUTHORITY'S CONTRACTOR of reimbursement directly from the LOCAL AGENCY.

5.3 INVOICING PROCEDURES

LOCAL AGENCY will invoice the AUTHORITY'S CONTRACTOR in accordance with the LOCAL AGNECY's invoicing procedures.

MASTER AGREEMENT

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: _____

LOCAL AGENCY Legal Review

BY: _____ DATE: _____
Signature – LOCAL AGENCY Legal Counsel

Approval by the California High Speed Rail Authority

BY: _____ DATE: _____
Signature

AUTHORITY Legal Review

BY: _____ DATE: _____
Signature - AUTHORITY Legal Counsel

APPENDIX A – GENERAL CONDITIONS

DEACTIVATED FACILITIES

The LOCAL AGENCY's FACILITIES shall not remain in the AUTHORITY's right of way after the FACILITIES are no longer active (DEACTIVATED), unless specifically authorized in writing by the AUTHORITY at its sole discretion. The following terms and conditions shall apply to DEACTIVATED FACILITIES allowed to remain within the AUTHORITY's right of way:

A. The LOCAL AGENCY acknowledges its present and continuing ownership of and responsibility for the DEACTIVATED FACILITIES.

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

C. The LOCAL AGENCY shall take such steps to secure the DEACTIVATED FACILITIES and otherwise make such DEACTIVATED FACILITIES safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the LOCAL AGENCY to use due care in its dealings with others. The LOCAL AGENCY shall be solely responsible for gathering all information necessary to meet these obligations.

D. The 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 from the AUTHORITY concerning the DEACTIVATED FACILITIES or other STAKEHOLDERS using or seeking use of the right of way.

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

removal properly within the specified time, AUTHORITY may proceed to perform the removal at the LOCAL AGENCY's sole expense.

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

DEFAULT

In the event that the 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 applicable law, the AUTHORITY may exercise one or more of the following options:

A. Pursue a claim for damages suffered by the AUTHORITY.

B. Perform any work with its own forces or through subcontractors and seek repayment from the LOCAL AGENCY for the cost thereof.

Without limiting the generality of the foregoing, the LOCAL AGENCY'S failure to review, inspect and/or provide comments within the applicable time period required in this Agreement shall be considered an event of default. The AUTHORITY will treat the LOCAL AGENCY'S failure to provide comments as approval and proceed with the FACILITY WORK accordingly.

In the event that the 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, the LOCAL AGENCY may pursue a claim for damages suffered.

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

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

If AUTHORITY's PROJECT(s) which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by the LOCAL AGENCY, the AUTHORITY will notify LOCAL AGENCY in writing, and the AUTHORITY reserves the right to terminate this Agreement by such written notice.

Notwithstanding any dispute, the PARTIES agree that they will continue their respective

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

INDEMNIFICATION

Each PARTY shall defend, 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 the other 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 the AUTHORITY receives a notice of claim for damages that may have been caused by the LOCAL AGENCY in the performance of services required under this Agreement, AUTHORITY will immediately forward the claim to the LOCAL AGENCY. The LOCAL AGENCY and the AUTHORITY will evaluate the claim and report their findings to each other within fourteen (14) days and will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the LOCAL AGENCY in the defense of the claim or to require the LOCAL AGENCY to defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the LOCAL AGENCY of a claim shall not release the LOCAL AGENCY from any of the requirements of this section.

The LOCAL AGENCY's obligation to defend and indemnify shall not be excused because of the LOCAL AGENCY's inability to evaluate liability or because the LOCAL AGENCY evaluates liability and determines the LOCAL AGENCY is not liable or determines the AUTHORITY is solely negligent or has engaged in willful misconduct. Only a final adjudication or judgment finding that the AUTHORITY has been solely negligent or has acted with willful misconduct shall excuse performance of this provision by the LOCAL AGENCY. The LOCAL AGENCY shall pay all costs and fees related to this obligation and its enforcement by the AUTHORITY. The AUTHORITY's delay in notifying the LOCAL AGENCY of a claim shall not release the LOCAL AGENCY of the above duty to defend.

FORCE MAJEURE

Neither the LOCAL AGENCY nor the 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 any other event beyond the reasonable 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 practicable.

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

LOCAL AGENCY'S FACILITY AND RIGHT OF WAY

The LOCAL AGENCY's FACILITIES shall at all times remain the property of and be properly protected and maintained by the LOCAL AGENCY.

Whenever the LOCAL AGENCY's affected FACILITIES will remain within the AUTHORITY's right of way, the AUTHORITY and the LOCAL AGENCY shall jointly execute an agreement for common use of the subject area, such agreement shall be in accordance with the Authority's policies and procedures for joint or common use of the Authority's right of way

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

way so vacated.

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

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

INTEGRATION

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 the AUTHORITY has written policies and procedures which shall be applicable as written at the time of AGREEMENT execution. Copies of the AUTHORITY policies and procedures will be provided to the LOCAL AGENCY upon request, as they become available. The allocation of costs for any additional activities that may be required on the part of the LOCAL AGENCY as provided by the AUTHORITY policies and procedures will be detailed through a TASK ORDER specific to that WORK. This Agreement cannot be modified except by an instrument, in writing, signed by each of the PARTIES.

SEVERABILITY

Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. The stricken provisions shall be construed as nearly as possible to the intent of the PARTIES.

GOVERNING LAW AND VENUE

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

NOTICES

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

If to LOCAL AGENCY:

LOCAL AGENCY Name: THE COUNTY OF MADERA
Person in Charge: Douglas Nelson or Douglas Papagni, County Counsel

Address: 200 W Fourth St
Madera, CA 93637

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

WASTED WORK

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

HAZARDOUS MATERIAL

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

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

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

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

SUCCESSORS AND ASSIGNS

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

THIRD PARTIES

This Agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement unless assigned. This Agreement is not intended to affect the legal liability of PARTIES by imposing any standard of care for completing WORK different form the standards imposed by law.

The PARTIES agree that Authority shall have the right, in its sole discretion, without additional compensation to the LOCAL AGENCY, to assign this MASTER AGREEMENT and any or all associated TASK ORDERS to the AUTHORITY'S CONTRACTOR.

STATE FUNDS

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

AMERICAN RECOVERY AND REINVESTMENT ACT AND AUTHORITY

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

MASTER AGREEMENT

APPENDIX B – TASK ORDER FORM

INITIAL COORDINATION

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

B. The AUTHORITY will compile information from the LOCAL AGENCY that will illustrate the nature and locations of the LOCAL AGENCY's existing FACILITIES. The AUTHORITY will present this information on a series of preliminary drawings and tables that will be used to determine conflicts with PROJECT FACILITIES.

C. The LOCAL AGENCY will furnish markups to the AUTHORITY of their existing and proposed FACILITIES on the preliminary submittals within 25 working days.

D. The AUTHORITY will prepare Proposed Preliminary Design plans that indicate which utilities are to be relocated and conceptual arrangements of the relocated utilities.

E. The LOCAL AGENCY will verify, to the best of their ability, the correctness and completeness of the plans prepared by the AUTHORITY.

F. These plans will form the basis of subsequent design to be performed by the LOCAL AGENCY, the AUTHORITY or the AUTHORITY's CONTRACTOR, as such; the LOCAL AGENCY shall take sole and full responsibility for the accuracy of their depicted FACILITIES.

PERFORMANCE OF THE FACILITIES WORK

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

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

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

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

A. At such time as the AUTHORITY's CONTRACTOR has plans prepared to a level where the impact on the LOCAL AGENCY'S FACILITIES and the nature and extent of the FACILITIES WORK can be determined, hereinafter referred to as FACILITIES PLANS,

the AUTHORITY's CONTRACTOR will provide a copy of the FACILITIES PLANS to the LOCAL AGENCY. The FACILITIES PLANS shall include a preliminary FACILITIES WORK design concept which was created by the AUTHORITY's CONTRACTOR. FACILITIES PLAN submittals will be packaged separately according to the AUTHORITY's CONTRACTOR's approved schedule and may include the following categories: substructure, superstructure, and traffic plan with submittal stages at intermediate, Released for Construction (RFC) and As-Built stages.

B. The LOCAL AGENCY shall have 25 working days from receipt of the FACILITIIES PLANS intermediate submittal to review them, and provide comments to the AUTHORITY'S CONTRACTOR. The LOCAL AGENCY shall also provide any applicable technical provisions and standard drawings along with their comments.

C. At such time as the AUTHORITY's CONTRACTOR has prepared RFC FACILITIES PLANS, including the FACILITIES WORK, the AUTHORITY'S CONTRACTOR will provide a copy thereof to LOCAL AGENCY. The RFC FACILITIES PLANS shall incorporate the comments of the LOCAL AGENCY provided that the comments are reasonable and do not impair or create inconsistencies with the AUTHORITY's CONTRACTOR's Agreement with the AUTHORITY.

D. The LOCAL AGENCY shall have 25 working days from receipt of the RFC FACILITIES PLANS to review them and provide final comments to the AUTHORITY'S CONTRACTOR.

E. The AUTHORITY's CONTRACTOR shall make final corrections to the FACILITIES PLANS and provide a copy to the LOCAL AGENCY.

F. The AUTHORITY's CONTRACTOR shall perform the construction services for the FACILITIES WORK in accordance with the RFC FACILITIES PLANS as corrected by the LOCAL AGENCY.

G. Deviations from the corrected RFC FACILITIES PLANS initiated by the AUTHORITY, the AUTHORITY's CONTRACTOR or the LOCAL AGENCY, must be agreed upon by all PARTIES and memorialized in an Amendment to the TASK ORDER for the original FACILITIES WORK. No deviation from the original FACILITIES WORK shall commence without a fully executed Amendment.

H. The LOCAL AGENCY shall be entitled to have a reasonable number of representatives on the site of PROJECT to verify that the FACILITIES WORK is being properly performed by the AUTHORITY's CONTRACTOR. Where the number of representatives poses an interference or hindrance to the progress of the PROJECT, it shall be deemed unreasonable. The LOCAL AGENCY's representatives shall at all times comply with all of the AUTHORITY's CONTRACTOR's work rules and regulations while on the Project Site. If any representative fails to comply with said work rules and regulations, the AUTHORITY's CONTRACTOR shall have the exclusive right to prohibit the representative from access to the Project Site thereafter.

I. Upon completion of the FACILITIES WORK, the LOCAL AGENCY agrees to accept ownership and maintenance of the constructed FACILITIES.

J. The process established above shall apply separately to each phase or segment of PROJECT, as established in accordance with the agreement between the AUTHORITY's CONTRACTOR and the AUTHORITY.

K. The AUTHORITY shall provide the LOCAL AGENCY with as-built drawings of the FACILITIES WORK outside the AUTHORITY's right of way. The as built drawings shall be in the format provided for in the TASK ORDER for that particular FACILITIES WORK.

MASTER AGREEMENT

APPENDIX D – ARRA AND AUTHORITY PROVISIONS

ARRA T&C

MASTER AGREEMENT

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

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

2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

7. **WHISTLEBLOWER PROTECTION:**
Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

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

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

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

   c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

(i.) The name of the project or activity;

(ii.) A description of the project or activity;

(iii.) An evaluation of the completion status of the project or activity; and

(iv.) An estimate of the number of jobs created and /or retained by the project or activity;

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

(i.) The name of the entity receiving the contract;

(ii.) The amount of the contract;

(iii.) The transaction type;

(iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;

(v.) The Program source;

(vi.) An award title descriptive of the purpose of each funding action;

(vii.) The location of the entity receiving the contract;

(viii.) The primary location of the contract, including the city, state, congressional district and country;

(ix.) The DUNS number, or name and zip code for the entity headquarters;

(x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and

(xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) $25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

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

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

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

08/10/09

MASTER AGREEMENT

CCC 307 – CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

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

(Continued on next page)

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

MASTER AGREEMENT

FORM GTC 610

DEPARTMENT OF GENERAL SERVICES 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. LOCAL AGENCY 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 LOCAL AGENCY, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: LOCAL AGENCY 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. LOCAL AGENCY 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. LOCAL AGENCY 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, LOCAL AGENCY 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: LOCAL AGENCY 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 the LOCAL AGENCY in the performance of this Agreement.

6. DISPUTES: LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY under this Agreement and the balance, if any, shall be paid to the LOCAL AGENCY upon demand.

8. INDEPENDENT CONTRACTOR*:* LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, 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 LOCAL AGENCY 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, LOCAL AGENCY and its contractors and 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. LOCAL AGENCY, its contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY, it contractors 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. LOCAL AGENCY, its contractors 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.

LOCAL AGENCY 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 LOCAL AGENCY, as provided herein, shall be in compensation for all of LOCAL AGENCY'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 LOCAL AGENCY by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the LOCAL AGENCY 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 LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

a. The LOCAL AGENCY 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 LOCAL AGENCY, 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 LOCAL AGENCY 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 LOCAL AGNECY 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 LOCAL AGENCY 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).)

APPENDIX E – STAKEHOLDER COLLABORATION

In order to accomplish PROJECT(s) through the most effective means available, a collaboration will be formed as agreed to by PARTIES in Section 4.5 "STAKEHOLDER COLLABORATION." As part of this collaboration, 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 and cooperation 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 FACILITIES 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 partnering relationship and aid in identifying and resolving issues as they may arise throughout the PROJECT:

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

B. *"Stakeholder Implementation Plan" (SIP)* – the intention of the SIP is to sustain the collaborative relationship after the kick-off meeting by establishing monthly or quarterly schedule of stakeholder meetings and any procedures necessary for the identification and resolution of any issues during the performance of the FACILITIES 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 partnering vision, goals and relationship. The charter will be signed by all STAKEHOLDERS

STAKEHOLDER MEETINGS

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

Date:	July 20, 2012
LOCAL AGENCY:	The County of Madera
Agreement No:	0000000
Task Order No:	MC00001
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.

- **Subtask R1.01**
  Scope: Design, secure permits, traffic control and construct an elevated structure and retaining walls to allow HST to go over Raymond Rd, Fresno River, SR 145 and Main Canal within Madera County and roadway modifications. Roadway modifications includes the closure of Watson St and Ave 15 ¾. FACILITY WORK is shown on Drawing SV2000, SV2001, SV2002, SV2003, SV2004, SV2005, T1115-A and T1116-A.
  Estimated Period of Performance: 30 Months
  The estimated value for this FACILITY WORK is $45,547,454

- **Subtask R1.02**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 15 ½ in Madera County. FACILITY WORK is shown on Drawing ST1007 and T1116-A.
  Estimated Period of Performance: 12 Months
  The estimated value for this FACILITY WORK is $5,110,206

- **Subtask R1.03:**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 15 in Madera County. FACILITY WORK is shown on Drawing ST1006 and T1117-A.
  Estimated Period of Performance: 12 Months
  The estimated value for this FACILITY WORK is $4,487,226

- **Subtask R1.04:**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 13 in Madera County. FACILITY WORK is shown on Drawing ST1005, ST1005A and T1119-A.
  Estimated Period of Performance: 13 Months
  The estimated value for this FACILITY WORK is $5,647,686

- **Subtask R1.05:**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 12 in Madera County. FACILITY WORK is shown on Drawing ST1004 and T1120-A.
  Estimated Period of Performance: 16 Months
  The estimated value for this FACILITY WORK is $6,016,866

- **Subtask R1.06:**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 11 in Madera County. FACILITY WORK is shown on Drawing ST1003 and T1121-A.
  Estimated Period of Performance: 12 Months
  The estimated value for this FACILITY WORK is $5,352,846

- **Subtask R1.07:**

Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 10 in Madera County. FACILITY WORK is shown on Drawing ST1002 and T1122-A.
Estimated Period of Performance: 16 Months
The estimated value for this FACILITY WORK is $6,755,226

- **Subtask R1.08:**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 9 in Madera County. Roadway Modifications include the closure of Road 32 adjacent to Ave 9. FACILITY WORK is shown on Drawing ST1001 and T1123-A.
  Estimated Period of Performance: 14 Months
  The estimated value for this FACILITY WORK is $5,890,866

- **Subtask R1.09:**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 8 in Madera County. FACILITY WORK is shown on Drawing ST1000 and T1124-A.
  Estimated Period of Performance: 12 Months
  The estimated value for this FACILITY WORK is $5,359,146.

- **Subtask R1.10:**
  Scope: Design, secure permits, traffic control, and construct a grade separation and roadway modifications at Ave 7 in Madera County. Roadway modifications include the reconfiguration of Road 33 adjacent to Ave 7. FACILITY WORK is shown on Drawing ST1070 and T1125-A.
  Estimated Period of Performance: 16 Months
  The estimated value for this FACILITY WORK is $6,949,266

- **Subtask R1.11:**
  Scope: Design, secure permits, traffic control, and construct a culvert to allow HST to go over Cotton Wood Creek near Ave 13 in Madera County. FACILITY WORK is shown on Drawing T1118-A.
  Estimated Period of Performance: 6 Months
  The estimated value for this FACILITY WORK is $1,500,000.

- **Subtask R1.12:**
  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 $517,000

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

PEFORMANCE 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 $99,133,788.

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.

2. For Work by AUTHORITY'S CONTRACTOR

AUTHORITY has prepared an initial cost estimate in the amount of $99,133,788 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: Johannes Hoevertsz

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

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

Typed Name: _____ ____

Typed Title: _____