

California High-Speed Train Project



Request for Proposal for Design-Build Services

RFP No.: HSR 11-16
Book 3, Part D: Resource Information

Attachments:

1. Master Agreements and Task Orders
2. Approach to Obtaining ICS Environmental Approvals/Permits
3. Final Environmental Documents
4. Mitigation Monitoring Reporting Program

California High-Speed Train Project



Request for Proposal for Design-Build Services

RFP No.: HSR 11-16
**Book 3, Part D: Third Party, Utility and Railroad
Information**

Revision No.	Date	Description

Note: Signatures apply for the latest technical memorandum revision as noted above.

Notes for Use

- Table 1 shows the summary of entities that will require specific agreements and a general summary of the required scope of work.
- Table 2: summarizes the regulatory and oversight entities that require a Memorandum of Understanding (MOU).
- These tables list all entities currently known to either have conflicts or require some regulatory oversight of the project.
- Upon availability, each executed Master Agreement and associated Task Orders will be provided to the Contractor via addenda to the contract documents.
- Should the Contractor be responsible for the scope of each conflict in the Master Agreement, then the associated task orders will also be included to allow the Contractor to price the work.
- A copy of the draft Master Agreement is included in the RFP documentation.



Table 1: Prioritized List of Third Party Entities Requiring Agreements (1st Procurement Package Only)

Agency/Entity	Summary of Work	Type of Agreement
Caltrans	Realignment of SR 99, including new interchange configurations	Master
BNSF	Railway Right-of-Way	Master/MOU
City of Fresno	Various road realignments/closures, overcrossings, water system, sewer, and storm drain relocations	
Madera County	Multiple overcrossings and roadway modifications	
Union Pacific RR	Railway Right-of-Way	
AT&T	Relocate fiber optic lines, overhead telecom lines, and copper duct	Master
Comcast	Overhead TV parallel to HST alignment	
Fresno Irrigation District	High-speed train (HST) alignment crossing several canals and conflicts with storm drainage system	
Fresno Metro Flood Control District	Relocation or reconstruction of storm drainage facilities	
Kinder Morgan	Petroleum pipeline relocation	
Madera Irrigation District	HST alignment crossing several canals and conflicts with storm drainage system	
PG&E	Relocation of overhead electrical transmission and distribution lines, buried conduit, and natural gas lines	
Sprint-Nextel	Relocate fiber optic lines—non-responsive—5 letters	
Verizon	Relocate fiber optic lines	



Table 2: Prioritized List of Third Party Regulatory / Permitting Entities Requiring MOUs (1ST Procurement Package Only)

Agency/Entity	Summary of Work
BNSF UPRR	Railway Right-of-Way Approval / Right of Entry
CA Department of General Services	Regulatory / Oversight
CA Dept of Water Resources	Regulatory / Oversight
CA Environmental Protection Agency	Regulatory / Oversight
CA Land Commission	Regulatory / Oversight / Permit
CA Public Utilities Commission	Regulatory / Oversight
Caltrans	Realignment of SR 99, including new interchange configurations. Regulatory / Oversight
Central Valley flood Protection Board	Regulatory / Oversight / Permit
City of Fresno	Various road realignments/closures, overcrossings, water system, sewer, and storm drain relocations. Regulatory / Oversight / Permit
Fresno County	Oversight of Authority Contractor
Madera County	Multiple overcrossings and roadway modifications. Regulatory / Oversight / Permit
US Army Corps of Engineers	Regulatory / Oversight / Permit
US Bureau of Reclamation	Regulatory / Oversight / Permit
US Dept. of Transportation, Federal Railroad Administration	Regulatory / Oversight / Permit
US Fish and Wildlife Service	Regulatory / Oversight / Permit



Master Agreement and Task Order Templates



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TEMPLATE

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 _____ whose principal mailing address is _____, hereinafter referred to as the "OWNER".

RECITALS:

WHEREAS, OWNER owns, operates, maintains in the State of California certain utility facilities defined in Section 700 of the Streets and Highways Code. Certain of Owner's Utility Facilities may be operated under regulations of the California Public Utilities (CPUC) which are located on a public road or publicly owned rail corridor, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, AUTHORITY is currently engaging in a program that has various projects 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 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 this Project involves constructing, reconstructing, or otherwise changing an existing improvement or installing a new improvement where Facilities of OWNER are located; and

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

WHEREAS, AUTHORITY and OWNER desire to enter into an agreement which establishes the contractual terms and conditions applicable to the Utility Work;

ACCORDINGLY, AUTHORITY and OWNER hereby agree as follows:

1. DEFINITIONS

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

1.1 NOTICE TO OWNER

"Notice to OWNER" means a formal written demand as required by law.

1.2 RELOCATION

"Relocation" means removal, relocation, protection or any other rearrangement of OWNER's Utility Facility as ordered and approved by AUTHORITY to accommodate AUTHORITY's Project. Relocation shall include, but not be limited to: preparation and submission by OWNER and approval by AUTHORITY of relocation plans or drawings sufficiently engineered to allow construction of the ordered Relocation, and a detailed estimate by OWNER of the actual and necessary cost of the ordered Relocation.

1.3 WASTED WORK

"Wasted Work" means design or construction work performed by OWNER, upon written direction from AUTHORITY, for a Relocation rendered useless or unnecessary as a

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result of AUTHORITY's cancellation and/or scope of changes as agreed by both parties of the specific Project.

1.4 BETTERMENT

"Betterment" means the difference in cost between the intended Relocation of OWNER's Utility Facility proposed and submitted by OWNER for AUTHORITY's approval and a Relocation which would provide OWNER with equivalent substitute Utility Facilities for those Utility Facilities requiring Relocation to accommodate AUTHORITY's project. As employed herein, betterment does not include those differences in cost caused by changes in manufacturing standards, availability of materials, regulatory requirement or any upgrading required by the Utility Owner's standard specifications, standards of practice and construction methods applied to comparable facilities constructed by or for the Utility Owner at its own expense, which are in effect as of the date of execution of the specific Task Order for that Utility Work.

1.5 RIGHT OF WAY

"Right-of-Way of OWNER" means a property right held by OWNER in the form of either a recorded or fully executed deed in the usual form or other valid instrument recorded or fully executed and conveying a permanent property right for the Utility 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).

1.6 HAZARDOUS MATERIAL

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

2. WORK TO BE DONE

2.1 UTILITY WORK

In general, the Utility Work will involve the relocation or protection of existing Facilities owned by OWNER, or the construction of new Facilities (or any combination thereof) that will remain the property of OWNER, along with design, engineering, planning, inspection, permitting, testing, certifying, coordination with regulatory agencies and any miscellaneous related work. Utility Work specific to a particular Facility's adjustment, relocation, protection or new construction shall be detailed in a subsequently executed Task Order Agreement (Task Order).

2.2 TASK ORDERS

Utility Work specific to a particular Facility's adjustment, relocation, protection or new construction, along with design, engineering, planning, inspection, permitting, testing, certifying, coordination with regulatory agencies and any related miscellaneous work, shall be detailed in a Task Order executed by AUTHORITY, AUTHORITY's CONTRACTOR and OWNER setting forth, among other things, the arrangements between the parties regarding scope of work, schedule, cost, cost apportionment, billing, payment, documentation, documentation retention, accounting and coordination. Form of Task Order and its content shall be mutually agreed to by AUTHORITY, AUTHORITY's CONTRACTOR and OWNER.

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2.3 BETTERMENT WORK AT OWNER'S REQUEST

Any work considered a Betterment, as defined herein, made at OWNER's request shall be agreed upon in advance by the Parties and detailed in a Task Order, along with costs and division of responsibility for costs.

2.4 UNFORESEEN WORK

If unforeseen work arises during the performance of the Utility Work, it shall be performed under the Task Order that is applicable to the Utility Work it arose in connection with. If the unforeseen work does not arise in connection with other Utility Work, it shall be treated as a separate phase or segment of PROJECT under this Agreement. AUTHORITY reserves the right to make the final determination as to whether any unforeseen work must be performed and OWNER shall be obligated to comply with AUTHORITY's determination.

3. LIABILITY FOR WORK

3.1 AUTHORITY'S EXPENSE

Unless OWNER agrees otherwise herein, Utility Work will be performed at AUTHORITY's expense in circumstances where by statute, superior rights, prescriptive rights or by permit (collectively "Prior Rights"), it is determined that the cost for such work shall be borne by AUTHORITY.

3.2 OWNER'S EXPENSE:

If the work is mutually determined herein to be a Betterment as defined in Section 1.4, or if OWNER agrees herein, the Utility Work will be performed at OWNER's expense in circumstances where by Prior Rights it is determined that the cost for such work shall be borne by UTILITY OWNER, or in the cases where the work is determined to be a Betterment as defined in Appendix A.

3.3 SHARED EXPENSE:

The Storm Drain Work will be performed at the shared expense of AUTHORITY and OWNER in circumstances where AUTHORITY and OWNER agree in advance to do so. The proportion of the Storm Drain Work expense to be borne by AUTHORITY and OWNER shall be detailed in the Task Order for that Storm Drain Work.

3.4 LIABILITY IN DISPUTE:

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

3.5 AUTHORITY'S CONTRACTOR CLAIMS

In the event AUTHORITY's CONTRACTOR makes any claim against AUTHORITY relating to the Utility Work, AUTHORITY will notify OWNER of the claim and OWNER will cooperate with AUTHORITY in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between OWNER

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and AUTHORITY's CONTRACTOR shall be in writing, shall be subject to written AUTHORITY concurrence, and shall specify the extent to which it resolves the claim against AUTHORITY.

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

3.6 DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact or law arising under or related to this agreement which is not disposed of by agreement at the Parties' designee level shall be initially decided by the AUTHORITY, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the OWNER. The decision of the AUTHORITY shall be final and conclusive unless, on or before the 90th day from the date of receipt of such copy, the OWNER mails or otherwise furnishes a written appeal addressed to the AUTHORITY. The decision of the AUTHORITY or its duly authorized representative on such appeal shall be final and conclusive as to questions of fact unless determined by the Disputes Resolution Board or a subsequent Arbitration panel of competent jurisdiction 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 OWNER's receipt of such decision. In connection with any appeal of the AUTHORITY's decision, the OWNER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. At all times during the course of the dispute resolution process, the OWNER shall continue with the Work as directed, in a diligent manner, and without delay; shall conform to any of the AUTHORITY's responses, decisions, orders; and shall be governed by all applicable provisions of the Agreement. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective of the ultimate outcome of any dispute.

If it is determined, on appeal, that the AUTHORITY's interpretation of the Agreement, direction to the OWNER, or any other action required by the AUTHORITY's decision was an erroneous determination of the rights and obligations of the parties under the Agreement, the OWNER'S sole remedy shall be the same as if such action were a "Change" clause.

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4. PERFORMANCE OF WORK

4.1 GENERAL

All of the Utility Work (design and construction phases) or portion thereof may be performed by OWNER, AUTHORITY or AUTHORITY's CONTRACTOR. Specific procedures that shall be followed in performance of the Utility Work, along with costs and division of responsibility for cost, for the various portions of Utility Work shall be delineated in the Task Order for that work.

4.2 OWNER PERFORMS UTILITY WORK

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

- A. Perform work with its own forces, or
- B. Cause the work to be performed by OWNER's CONTRACTOR, employed by written contract on a continuing basis, or
- C. Cause the work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure to perform work of this type

Upon the issuance of a Notice to OWNER, OWNER shall diligently undertake, or cause to be undertaken, the Utility Work in accordance with AUTHORITY's or AUTHORITY's CONTRACTOR's Project schedule and/or timeline as specified in the Task Order for that specific Utility Work. OWNER agrees to be solely responsible for all costs to AUTHORITY and/or AUTHORITY's CONTRACTOR associated with any delay on the part of OWNER in completing the Utility Work in accord with the schedule and/or timeline specified in the Task Order for that specific Utility Work.

OWNER shall submit a Notice of Completion to AUTHORITY within 30 days of the completion of the Utility Work.

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

4.3 AUTHORITY'S CONTRACTOR PERFORMS WORK

When all or portion of the Utility Work is to be performed by AUTHORITY or AUTHORITY's CONTRACTOR, OWNER shall have access to all phases of the Utility 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 evaluation and final

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disposition.

Upon AUTHORITY's written Notice to OWNER, OWNER 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.

4.4 INSURANCE

Any Design Contract, Construction Contract or Design/Build Contract entered into by AUTHORITY or OWNER in connection with the UTILITY WORK shall contain a provision which requires the contractor, as part of the liability insurance requirements, to provide an endorsement (using the 1985 edition of form CG-20-10) to each policy of general or automobile liability insurance that names as additional insureds to such policy (not subject to any premiums or assessments) OWNER and AUTHORITY and their respective officers and employees, as well as such other additional insureds as either Party shall reasonably require (provided that the risk and cost assumed by either Party under this Agreement does not increase as a result of naming such other additional insured's). The parties referred to in the previous sentence are collectively referred to herein as the "Additional Insured Group". If OWNER is itself performing work (including, without limitation, design or inspection by its own forces), OWNER shall itself comply with requirement of this Section 10.3. Unless otherwise mutually agreed by the Parties, (a) Construction Contractors shall provide evidence of at least **[required coverage's and liability amounts to be determined]**, (b) Design contractors shall provide evidence of at least **[required coverage's and liability amounts to be determined]**, and (c) Design/Build Contractors shall provide evidence of at least **[required coverage's and liability amounts to be determined]**. Prior to commencement of work, a Certificate evidencing the required coverage shall be provided directly by the insurer to OWNER and AUTHORITY, providing that said coverage shall not be reduced in scope or cancelled without thirty (30) days prior written notice to OWNER and AUTHORITY. OWNER recognizes and agrees that all or part of such insurance can be provided by the AUTHORITY through an owner-controlled insurance program.

4.5 PARTNERING PROGRAM

In order to accomplish this Project in the most effective means available, AUTHORITY proposes to form a partnership with AUTHORITY'S CONTRACTOR and OWNER to develop a cohesive contract team and facilitate open communication. It is anticipated that this partnership would also include all affected regulatory agencies, local agencies, public and private utilities.

This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. During initial Partnering Workshops participants will develop procedures and agreements (including Task Orders) to facilitate the Partnering relationship and aid in identifying and resolving issues as they arise throughout the Project, including:

- A. "Issues Resolution Ladder" (IRS) – a hierarchy of those individuals within the Project including the Partnering Participants and Dispute Resolution Board and

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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. *“Partnering Implementation Plan” (PIP)* – the intention of the PIP is to sustain the partnering relationship after the kick-off meeting by establishing monthly or quarterly schedule of partnering meetings and any procedures necessary for the identification and resolution of any issues during the performance of the Work to be addressed by the Partnering Participants.
- C. *“Partnering Charter”* – is a visual reminder of mutual commitment to the partnering vision, goals and relationship signed by all the Partnering Participants. The charter will express the vision for the project, a statement of mutual goals and positive behavior practices.

Reimbursement to OWNER for the cost of participation in the Partnering Workshops and subsequent partnering meetings shall be made, at the AUTHORITY’s option, either by AUTHORITY or AUTHORITY’S CONTRACTOR.

Subject to the requirements of the Public Information Act, neither the language of this Partnering clause 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.

5. PAYMENT FOR WORK

5.1 COST OF UTILITY WORK

Cost of Utility Work includes the actual and reasonable cost of all necessary engineering, labor and transportation, and all necessary materials exclusive of any dismantled Utility 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 Utility Work, except:

- A. In any case in which AUTHORITY is required under the provisions of this Master Agreement to pay its share of the cost of Relocation of any Utility Facility, AUTHORITY shall be entitled to credits as follows:
 - (1) The amount of any betterment to the Utility Facility resulting from such Relocation.
 - (2) The salvage value of any materials or parts salvaged and retained by OWNER.
 - (3) If a new Utility Facility or portion thereof is constructed to accomplish such Relocation, an amount bearing the same proportion to the original cost of the displaced facility or portion thereof as its age bears to its normal expected life.

$$\text{Credit} = \frac{\text{Age of facility}}{\text{Normal expected life}} \times \text{Original cost}$$

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- B. A credit shall not be allowed against any portion of the cost that is otherwise chargeable to OWNER.
- C. A credit allowance for age shall not be applied to publicly owned sewers.
- D. Eligible OWNER costs shall include only those authorized under Title 23 C.F.R. Part 645, Subpart A. OWNER agrees that costs referenced in Title 23 C.F.R. Part 645 Section 117(d)(2) are not eligible for reimbursement. These regulations can be found at:

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

5.2 PAYMENT FOR THE COST OF UTILITY WORK

If the Utility Work is at AUTHORITY's expense, then AUTHORITY shall pay or cause payment to be made to OWNER the amounts as established for the Utility Work performed by OWNER, less the credits as determined. At the AUTHORITY's option such payments may be delegated to AUTHORITY's CONTRACTOR to make directly to OWNER; in such circumstances, OWNER agrees to AUTHORITY's delegation to AUTHORITY's CONTRACTOR the responsibility to reimburse OWNER.

If the Utility Work is at OWNER's expense and is performed by AUTHORITY or AUTHORITY's CONTRACTOR, then OWNER shall pay or cause payment to be made to AUTHORITY or AUTHORITY's CONTRACTOR the amounts as established pursuant to this Agreement for Utility Work whether performed by AUTHORITY or AUTHORITY'S CONTRACTOR, less the credits as determined. At the AUTHORITY's option such payments may be made to AUTHORITY's CONTRACTOR directly by OWNER; in such circumstances, OWNER agrees to AUTHORITY's CONTRACTOR collection of reimbursement directly from OWNER where OWNER has cost responsibility for Relocations and/or for Betterments.

5.3 AUTHORITY'S INVOICE PROCEDURES

Procedures to be followed by OWNER for invoicing AUTHORITY directly are specified in Appendix D, "INVOICING PROCEDURES," included herein. Procedures to be followed by OWNER for invoicing AUTHORITY's CONTRACTOR directly will be included in the TASK ORDER for that Utility Work.

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

OWNER:

BY: _____ DATE: _____
Signature

Typed Name: _____

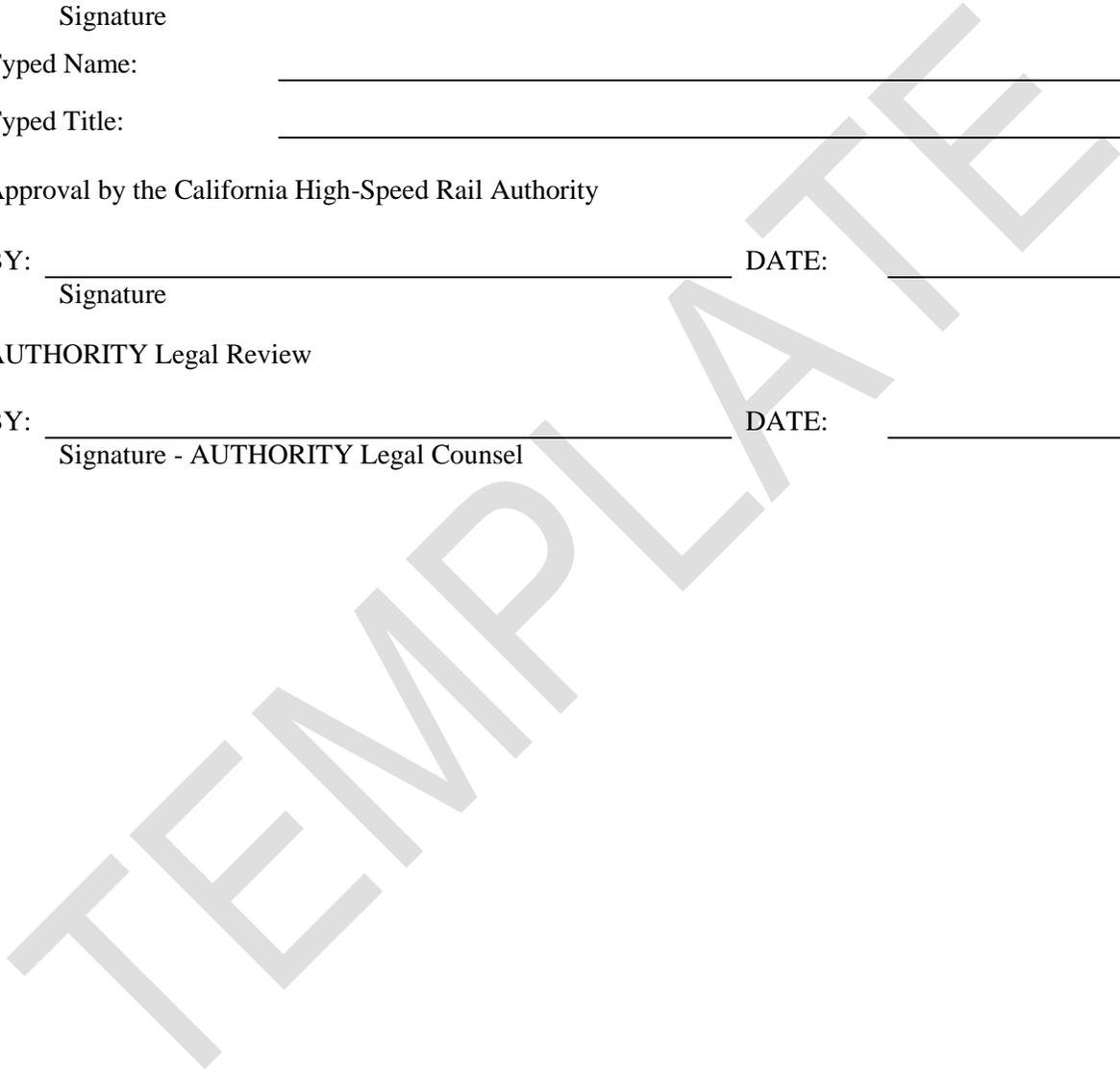
Typed Title: _____

Approval by the California High-Speed Rail Authority

BY: _____ DATE: _____
Signature

AUTHORITY Legal Review

BY: _____ DATE: _____
Signature - AUTHORITY Legal Counsel



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APPENDIX A

GENERAL CONDITIONS

1. DEACTIVATED FACILITIES

OWNER's Facilities shall not remain in AUTHORITY's Right-of-Way after the Facilities are no longer active (Deactivated), unless specifically allowed by AUTHORITY in advance, in writing. The following terms and conditions shall apply to Deactivated Facilities allowed to remain within AUTHORITY's Right-of-Way:

- A. OWNER acknowledges its present and continuing ownership of and responsibility for the Deactivated Facilities.
- B. If AUTHORITY subsequently agrees to allow OWNER to leave the Deactivated Facilities within the right-of-way, it shall be subject to the continuing satisfactory performance of the conditions of this Agreement by OWNER. In the event of a breach of this Agreement by OWNER, the Deactivated Facilities shall be removed upon demand from AUTHORITY.
- C. OWNER 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 OWNER to use due care in its dealings with others. OWNER shall be solely responsible for gathering all information necessary to meet these obligations.
- D. OWNER shall keep and preserve all records relating to the Deactivated Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Deactivated Facilities and shall promptly respond to information requests concerning the Deactivated Facilities by AUTHORITY or other permittees using or seeking use of the right-of-way.
- E. OWNER shall remove the Deactivated Facilities upon thirty (30) days' prior written request of AUTHORITY in the event that AUTHORITY determines that removal is necessary for AUTHORITY use of the right-of-way or in the event that AUTHORITY determines that use of the right-of-way is needed for other active utilities that cannot be otherwise accommodated in the right-of-way. 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 OWNER and without any right of OWNER to object or make any claim of any nature whatsoever with regard thereto. In the event that the Deactivated Facilities would have qualified for reimbursement, removal of the Deactivated Facilities shall be reimbursed by AUTHORITY as though the Deactivated Facilities had not been Deactivated. In the event that OWNER fails to perform the removal properly within the specified time, AUTHORITY may proceed to perform the removal at OWNER's sole expense.
- F. Except as otherwise provided, OWNER agrees that the Deactivated Facilities shall forever remain the legal and financial responsibility of OWNER. OWNER shall reimburse AUTHORITY for any and all costs of any nature whatsoever resulting from the presence of the Deactivated Facilities within the right-of-way. Said costs

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shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Deactivated Facilities or from the presence of any hazardous substance or material in the Deactivated Facilities or the discharge of hazardous substances or materials from the Deactivated Facilities.

2. DEFAULT

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

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

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

- A. Pursue a claim for damages suffered by OWNER.

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 OWNER to allow access to all public documents, papers, letters, or other material that is made or received by OWNER in conjunction with this Agreement.

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

Notwithstanding any dispute, the Parties agree that they will continue their respective performances required hereunder, including 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 Orders 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

Utility shall indemnify, protect, defend and hold harmless the Agency, its respective governing Boards, officers, directors, employees, authorized agents, engineers,

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contractors and 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 Utility or its officers, agents, employees, engineers, contractors or subcontractors in carrying out Utility's obligations under this Agreement or under any Work 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 agents, servants, or independent contractors who are directly responsible to such indemnified party.

Agency shall indemnify, protect, defend and hold harmless Utility, and its successors and assigns and its shareholders, officers, directors, employees, authorized agents, engineers, contractors, and 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 Agency or its officers, agents, employees, engineers, contractors or subcontractors in carrying out the Agency's obligations under this Agreement or under any Work 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 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 OWNER in the performance of services required under this Agreement, AUTHORITY will immediately forward the claim to OWNER. OWNER and AUTHORITY will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, AUTHORITY will determine whether to require the participation of OWNER in the defense of the claim or to require OWNER to defend AUTHORITY in such claim as described in this section. AUTHORITY's failure to notify OWNER of a claim shall not release OWNER from any of the requirements of this section.

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

4. FORCE MAJEURE

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

- A. Promptly notified the other party of the occurrence and its estimated duration,

MASTER AGREEMENT

- 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, OWNER agrees, if requested by AUTHORITY, to accelerate its efforts if reasonably feasible in order to regain lost time, so long as AUTHORITY agrees to reimburse OWNER for the reasonable and actual costs of such efforts.

5. OWNER'S FACILITY AND RIGHT-OF-WAY

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

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

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

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

Upon completion of the Utility Work by AUTHORITY, the new facilities shall become the property of OWNER, and OWNER 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

MASTER AGREEMENT

procedures which shall be applicable as written at the time of the contract award. Copies of AUTHORITY policies and procedures will be provided to OWNER 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. OWNER shall have a continuing obligation to notify AUTHORITY of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to OWNER:

OWNER Name: _____
Person in Charge: _____
Address: _____

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 Utility Work constituting Wasted Work. The remainder of the cost of that Relocation shall be borne pursuant to the cost allocation provisions defined in the Task Order for that work.

10. HAZARDOUS MATERIAL

Upon discovery of Hazardous Material in connection with the Utility Work, both OWNER and AUTHORITY shall immediately confer to explore all reasonable alternatives and agree on a course of action, and OWNER shall immediately reschedule the work in accordance with AUTHORITY's reasonable schedule and in compliance with existing statutes or regulations concerning the disposition of Hazardous Material.

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

MASTER AGREEMENT

- B. Those costs for additional necessary efforts undertaken within the area of the replacement property right located outside AUTHORITY's right-of-way which is required to comply with existing statutes or regulations concerning the disposition of Hazardous Material shall be allocated between the parties pursuant to the provisions of Section V, "Payment for Work."
- 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 Utility 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.

13. ADDITIONAL ARRA AND AUTHORITY PROVISIONS:

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

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APPENDIX B

TASK ORDER FORM

This task order (“TASK ORDER”) entered into this day by and between _____, hereinafter referred to as UTILITY OWNER, _____, 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, UTILITY OWNER 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 UTILITY OWNER (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 Utility 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 Utility Work that are provided for in the contract between AUTHORITY and CONTRACTOR.
- C. UTILITY OWNER’s costs for the UTILITY WORK shall be developed pursuant to Section 5, “Payment for 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 the Master Agreement (*check one*): must meet the following deadline for completion of the Utility Work [*check one box*]:

ACTUAL and REASONABLE COST. UTILITY OWNER estimates that its total actual cost for the Utility Work (net of any applicable credits for accrued depreciation, salvage and Betterment), referred to herein as the “Actual Cost”, will be approximately \$_____ as shown by the Estimates. UTILITY OWNER’s Actual Cost for the Adjustment work shall be developed in accordance with 23 CFR 645.117, pursuant to either [*check one*]:

- i. a work order accounting procedure prescribed by the applicable Federal or State regulatory body; or

MASTER AGREEMENT

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

NO CHARGE. UTILITY OWNER is responsible for 100% of its costs for Adjustment of the additional Facilities. Accordingly, UTILITY OWNER is not required to report such costs to AUTHORITY.

- D. The net Actual Cost, as applicable, for the Utility Work shall be shared between AUTHORITY and UTILITY OWNER as follows: _____% by AUTHORITY and _____% by UTILITY OWNER; provided, however, that any portion of the Actual Cost attributable to Betterment shall be borne 100% by UTILITY OWNER. If UTILITY OWNER is entitled to any reimbursement for its costs of the Utility Work, the amounts required to be paid by AUTHORITY to UTILITY OWNER pursuant to this Agreement shall be full compensation to UTILITY OWNER for all such costs (including without limitation costs of acquiring right-of-way for the Utility Work). UTILITY OWNER 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 Utility Work will result in credits for accrued depreciation of those Facilities, in the amounts indicated on the Estimate.
- F. UTILITY OWNER and AUTHORITY agree to track separately all costs relating to this TASK ORDER and the Utility Work described herein.
- G. *[Include any proposed amendments.]*

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:
- i. the date of signing by the last party (either UTILITY OWNER or AUTHORITY) signing this TASK ORDER, and

MASTER AGREEMENT

- ii. the completion of AUTHORITY’s review as indicated by the signature of AUTHORITY’s representative, below.

UTILITY OWNER:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title: _____

UTILITY OWNER’S Legal Review

BY: _____ **DATE:** _____
Signature – UTILITY OWNER’S Legal Counsel

California High-Speed Rail Authority (AUTHORITY)

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title: _____

AUTHORITY Legal Review

BY: _____ **DATE:** _____
Signature - AUTHORITY Legal Counsel

(CONTRACTOR):

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title: _____

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APPENDIX C

DESIGN BUILD PROCEDURES

1. INITIAL COORDINATION

- A. UTILITY OWNER shall advise AUTHORITY in writing of the place and the name and telephone number of a contact person for UTILITY OWNER who has charge over the Utility Work and will serve as the primary contact for UTILITY OWNER on all related issues.
- B. AUTHORITY will compile information from UTILITY OWNER that will illustrate the nature and locations of UTILITY OWNER's existing facilities. AUTHORITY will present this information on a series of drawings and tables that will be used to determine conflicts with PROJECT facilities.
- C. UTILITY OWNER will furnish markups to AUTHORITY of their existing and proposed facilities at the 30% submittals within days.
- D. AUTHORITY will prepare Proposed Preliminary Design plans that indicate which utilities are to be relocated and conceptual arrangements of the relocated utilities.
- E. UTILITY OWNER will verify, to the best of their ability, the correctness and completeness of the plans prepared by AUTHORITY.
- F. These plans will form the basis of subsequent design to be performed by UTILITY OWNER, AUTHORITY or AUTHORITY's CONTRACTOR, as such; the UTILITY OWNER shall take sole and full responsibility for the accuracy of their depicted Facilities.

2. PERFORMANCE OF THE UTILITY WORK

The Method of performance to be utilized in the design and construction of the Utility Work, as described below, will be specified in the executed Task Order for the particular Utility Work contemplated.

The UTILITY OWNER agrees to (a) the AUTHORITY's delegation to the AUTHORITY's CONTRACTOR, the responsibility to reimburse UTILITY OWNER, and (b) the AUTHORITY's CONTRACTOR's collection of reimbursement directly from UTILITY OWNER's having cost responsibility for Relocations and/or for Betterments.

Performance of the Utility Work will be in accord with the following Method:

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

- A. At such time as AUTHORITY's CONTRACTOR has Utility Plans prepared to a level where the impact on UTILITY OWNER'S Facilities and the nature and extent of the UTILITY WORK can be determined, AUTHORITY's

MASTER AGREEMENT

CONTRACTOR will provide a copy of the Utility Plans to UTILITY OWNER. The Utility Plans shall include a preliminary UTILITY WORK design concept which was created by AUTHORITY's CONTRACTOR.

- B. UTILITY OWNER shall have fourteen (14) days from receipt of the Utility Plans to review them, and provide comments to AUTHORITY. UTILITY OWNER shall also provide any applicable technical provisions and standard drawings along with their comments.
- C. At such time as AUTHORITY's CONTRACTOR has prepared final Utility Plans, including the UTILITY WORK, AUTHORITY will provide a copy thereof to UTILITY OWNER. The final Utility Plans shall incorporate the comments of UTILITY OWNER provided that the comments are reasonable and do not impair or create inconsistencies with AUTHORITY's CONTRACTOR's Agreement with AUTHORITY.
- D. UTILITY OWNER shall have fourteen (14) days from receipt of the final Utility Plans to review them and provide final comments to AUTHORITY.
- E. AUTHORITY's CONTRACTOR shall make final corrections to the Utility Plans and provide a copy to UTILITY OWNER.
- F. AUTHORITY's CONTRACTOR shall perform the construction services for the UTILITY WORK in accordance with the Utility Plans.
- G. Deviations from AUTHORITY's CONTRACTOR's Utility Plan initiated by AUTHORITY, AUTHORITY's CONTRACTOR or UTILITY OWNER, must be agreed upon by all parties and memorialized in an Amendment to the Task Order for the original UTILITY WORK. No deviation from the Original UTILITY WORK shall commence without a fully executed Amendment.
- H. UTILITY OWNER shall be entitled to have a reasonable number of representatives on the site of PROJECT to verify that the UTILITY WORK is being properly performed by AUTHORITY's CONTRACTOR.
- I. Upon completion of the UTILITY WORK, UTILITY OWNER agrees to accept ownership and maintenance of the constructed facilities.
- J. The process established above shall apply separately to each phase or segment of PROJECT, as established in accordance with the agreement between AUTHORITY's CONTRACTOR and AUTHORITY.
- K. AUTHORITY shall provide UTILITY OWNER with as-built drawings of the UTILITY 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 UTILITY WORK.

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APPENDIX D

INVOICE PROCEDURES

1. INSTRUCTIONS

1. The Invoice Cover consists of the following five (5) Tabs.
 - (1) Instructions
 - (2) Invoice Approval
 - (3) Consultant-Subcons Summary
 - (4) DBE-DVBE-SBE Participation
 - (5) Current Invoice Task SummaryCompletion of this entire spreadsheet is required with each Invoice Submittal.
2. All cells are locked except for green cells designed for user input.
3. Text in green is for user input.
4. Text in blue are formulas.
5. Do not include this INSTRUCTIONS page with Invoice Cover.
6. Small Business (SB) numbers do not include Micro Business (MB) data within any formula in the Invoice Cover.

Invoice Approval Tab

1. 'Prime Consultant' Signature: to be signed by your employee authorized to approve this invoice. 'PMT Regional Manager' Signature: obtain before submitting your invoice to the CHSR Authority. 'Contract Analyst' and 'Financial Officer' Signatures: completed by CHSR Authority staff.
2. The 'Contract' Table includes contract total values and data which has been collected from the signing of your contract. Include values that have occurred in previous fiscal years. All other tables to be completed within this Tab are specific to the current fiscal year.

Consultant-Subcons Summary Tab

1. All fields on this page should include values from the current fiscal year **only**.
2. 'Invoiced to Date' Column: This amount includes the final amount paid for each invoice in the Current Fiscal Year, less disputed amounts. The full amount can be included for any invoice that is still in the review process.
3. 'Current Invoice' Column: This column is the total amount billed to each firm within the current invoice
4. 'Spent to Date' Column: This column automatically populates and is a sum of the 'Paid to Date', 'Invoice in Review Process' and the 'Current Invoice' Columns for each consultant.

DBE-DVBE-SBE Participation Tab

1. The Prime Consultant shall update the 'Cumulative Subtotal Prior to Current FY' Row once at the beginning of each Fiscal Year.
2. Everything else in this Tab is automatically generated. Do not modify anything else on this page.
3. The information provided is a summary of your Disadvantaged Business Entity (DBE), Disabled Veteran Business Entity (DVBE), Micro Business (MB), and Small Business

MASTER AGREEMENT

(SB) participation. Note: A firm may qualify as more than one participation group simultaneously.

4. Should you have a subconsultant who qualifies as a DBE, DVBE, MB, and/or SBE and is not included on this summary, please notify the Authority so we can update the summary accordingly.
5. **Immediately notify the Authority if the participation status of any consultant changes.**

Current Invoice Task Summary Tab

1. This page is a summary showing the total billed to each task within the current invoice.

TEMPPLATE

MASTER AGREEMENT

2. INVOICE APPROVAL

**Invoice
FY 2011/2012**

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Attn: Accounts Payable



Invoice Date: **MM/DD/YY**
Invoice No: **#####**
Contract No: **HSR##-##**

Professional Services for: **Month DD, YYYY** through **Month DD, YYYY**

Consultant Name

Invoice Approval

CONSULTANT

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

PRIME CONSULTANT Date

Received: _____
CONTRACT ANALYST Date

Approved: _____
FINANCIAL OFFICER Date

C	O	N	T	R	A	C	T
Capacity:	\$	-	-	DBE \$ Spent to date:	\$	-	-
Invoiced to Date:	\$	-	-	% DBE Participation:		0.00%	
Current Invoice:	\$	-	-	DVBE \$ Spent to date:	\$	-	-
Total Spent to Date:	\$	-	-	% DVBE Participation:		0.00%	
% Capacity Spent:		0.00%		MB \$ Spent to date:	\$	-	-
Capacity Remaining:	\$	-	-	% MB Participation:		0.00%	
				SB \$ Spent to date:	\$	-	-
				% SB Participation:		0.00%	

Current Invoice Amount	\$0.00
------------------------	---------------

Please remit payment to: **Consultant Billing Address**

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Invoice

3. CONSULTANT/SUBCONSULTANT SUMMARY

Invoice
FY 2011/2012

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Attn: Accounts Payable



Invoice Date: MM/DD/YY
Invoice No: #####
Contract No: HSR##-##

Professional Services for: Month DD, YYYY through Month DD, YYYY

Consultant Name

Current Invoice Consultant/Subconsultant Fiscal Year Summary

Prime Consultant	Invoiced to Date	Current Invoice	Spent To Date
Prime	\$ -	\$ -	\$ -

Subconsultant	Invoiced to Date	Current Invoice	Spent To Date
Subconsultant	\$ -	\$ -	\$ -
Subconsultant ^{1,3}	\$ -	\$ -	\$ -
Subconsultant	\$ -	\$ -	\$ -
Subconsultant	\$ -	\$ -	\$ -
Subconsultant	\$ -	\$ -	\$ -
Subconsultant ^{2,3}	\$ -	\$ -	\$ -
Subconsultant	\$ -	\$ -	\$ -
Subconsultant-Total:	\$ -	\$ -	\$ -

Total	\$ -	\$ -	\$ -
--------------	------	------	------

Notes:

¹Qualifying Disadvantaged Business Entity

²Qualifying Disabled Veterans Business Entity

³Qualifying Micro Business Entity

⁴Qualifying Small Business Entity

For tracking purposes, the Authority must be immediately notified if the participation status of any consultant changes.

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4. DBE-DVBE-SBE PARTICIPATION

Invoice
FY 2011/2012

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Attn: Accounts Payable



Invoice Date: MM/DD/YY
Invoice No: #####
Contract No: HSR##-##

Professional Services for: Month DD, YYYY through Month DD, YYYY

Consultant Name

DBE/DVBE/SBE Participation

Subconsultant	DBE	DVBE	MB	SB
Subconsultant	\$ -	\$ -	\$ -	\$ -
Subconsultant	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Current Fiscal Year to Date Subtotal	\$ -	\$ -	\$ -	\$ -
Cumulative Subtotal Prior to Current FY	\$ -	\$ -	\$ -	\$ -
Total to Date	\$ -	\$ -	\$ -	\$ -

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5. CURRENT INVOICE TASK SUMMARY

Invoice
FY 2011/2012

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Attn: Accounts Payable



Invoice Date: MM/DD/YY
Invoice No: #####
Contract No: HSR##-##

Professional Services for: Month DD, YYYY through Month DD, YYYY

Consultant Name

Current Invoice Task Summary

TASK	HOURS	FULLY BURDENED LABOR	ODCs		TOTAL
			TEC	OTHER	
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
##	0.00	\$ -	\$ -	\$ -	\$ -
TOTAL	0.00	\$ -	\$ -	\$ -	\$ -

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APPENDIX E

ARRA AND AUTHORITY PROVISIONS

ARRA Terms and Conditions

CCC-307 CERTIFICATION

GTC-610

TEMPLATE

MASTER AGREEMENT

1. ARRA T&C

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:** Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
 - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
 - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
 - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

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

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

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

MASTER AGREEMENT

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 the 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

3. GTC 610

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure 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

MASTER AGREEMENT

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

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

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

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

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

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

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

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

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

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

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

MASTER AGREEMENT

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 F

THIRD PARTY SPECIAL CONDITIONS

TEMPLATE

TASK ORDER NO. 00

CHSRP Interaction Removal or Relocation Plan

Date: March 00, 2012
Entity: Fresno Irrigation District
Agreement No: 0000000
Project Title: California High-Speed Rail Project

Task Order Description

The purpose of this task order is for the California High-Speed Rail Authority (AUTHORITY) to assist the Fresno Irrigation District (Entity) in developing a removal and relocation plan for each potential interaction between the Entities facilities and the AUTHORITY.

Scope of Services

Subtask 00.1 Prepare Facilities Impact Plan

Prepare a facilities impact plan for each potential interaction between the Entities facilities and AUTHORITY as depicted and described on the attached plans and specifications.

1. Identify and number each interaction by description, plan sheet, location and stationing.
2. Work with the Entity to meet the requirements of their standard design and construction specifications.
3. Research Entities short, medium and long term requirements.
4. Define policy goals for specific facilities.
5. Provide supporting information to justify specific policy goals.
6. Establish plan review process and approval.
7. Discuss practical limitations of current facilities and plans for development of existing facilities or additional facilities or temporary relocation facilities.
8. Review credits for salvage, betterment and depreciation.
9. Establish Quality Control and Inspection process.
10. Establish mechanism for ongoing update process for the facilities impact plan.

Deliverables

- First draft of specific impact plan by end of April 2012
- Revision discussions in May 2012
- Completion of final impact plan end of May 2012
- Deliver final relocation or removal or protect in place plan with cost estimate.

TASK ORDER NO. 00

CHSRP Interaction Removal or Relocation Plan

Sub Task 00. Description of Interaction

Sub Task 00. ODC Miscellaneous Direct Costs

- This task order will require Entity personnel to review and verify that all the facilities have been identified and captured within the proposed plans for the CHSRP. Further, this task order will require Entity personnel to inspect and approve the relocation, removal and/or abandonment of facilities.
- Other direct costs shall be accounted for in this subtask.

Reports and/or Meetings

- A. The CHSRP Project Manager shall submit progress reports as required.
- B. The CHSRP Project Manager shall meet with the Entities Contract Manager and Project Manager as needed to discuss progress on the project/task(s).

Period of Performance

- A. Work under this task order shall begin on April 00, 2012 and shall terminate on December 31, 2012. The AUTHORITY reserves the right to edit this task order as needed to better serve the AUTHORITY.

Task Schedule

There is no specific task schedule attached to the support component of this task order. Project schedules shall be developed as needed.

Cost

- A. The Entity will be paid in accordance with Exhibit A, Item II – Task Orders; Exhibit B, Item II – Compensation and Payment; the Entities Cost Proposal as Attachment 2 to this Agreement No. 00000000 and with the attached Task Order Cost Estimate.
- B. In addition, the Entity will be paid for actual direct costs, other than salary costs, that are identified in the attached cost estimate pursuant to Exhibit B, Item II – Compensation and Payment Paragraph B, and the Entities Cost Proposal as Attachment 2 of this Agreement No. 00000000.
- C. The total amount payable by the CHSRP under this task order shall not exceed \$00,000.00

Project Coordinator

The Project Manager from the Entity for this task order will be _____.

The Project Manager from CHSRP for this task order will be _____.

VIII. Signatures

TASK ORDER NO. 00

CHSRP Interaction Removal or Relocation Plan

I certify that this task order and attachments comply with the provisions of Agreement No. 000000000, and are necessary for the satisfactory completion of the task(s) contracted for, and that sufficient funding has been encumbered to pay for this work.

Murray Peters

CONTRACT MANAGER – THIRD PARTY AGREEMENTS

I certify that this task order and attachments are within the scope of the project and are necessary for the successful completion of the project.

XXXXXXXXXXXX

THE ENTITY PROJECT MANAGER

IN WITNESS WHEREOF, this task order has been executed under the provisions of Agreement No. 0000000 between the California High Speed Rail Project, and Entity. By signature below, the parties hereto agree that all terms and conditions of this Task Order No. 00 and Agreement No. 000000 shall be in full force and effect.

CALIFORNIA HIGH SPEED RAIL
AUTHORITY

FRESNO IRRIGATION DISTRICT

By: _____

Tedde Blunck
Title: Commercial Manager,
Project Management Team

By: _____

XXXXXXXXXXXX
Title: XXXXXXXXXXXX

Date: _____

Date: _____

TASK ORDER NO. 00

CHSRP Interaction Removal or Relocation Plan

Exhibit A

**Task Order No. 35
Rollig Stock Fleet Plan
Cost Estimate**

Date: February 6, 2012
Firm: Parsons Brinckerhoff, Inc
Agreement No.: 75A 0260
Title: On Call Engineering Services

WBS	Description	Name	Firm	Hours	Rate	Est. Amount Thru 06/30/12
35.1	Fleet Plan Senior Technical Specialist	Rob Edcume		260	\$ 239.00	\$ 62,140.00
35.2	IPR Discussions Senior Technical Specialist	Rob Edcume		20	\$ 239.00	\$ 4,780.00
35.ODC	Misc. Direct Costs	Travel, ODCs, etc.				\$ 5,600.00

Amended Estimated Total Costs 280 \$ 72,520.00

ODC - Other Direct Costs
TBD - To be determined

**Task 35
Task_35 Fleet Plan.xlsx**

Merced to Fresno to Bakersfield Utility Conflict Summary



Notes for use

8-Dec-11

1. This conflict summary is additional information to the list of third party entities
2. It details the indentified conflicts that the alignment has in CP 1A and B, but not 1C
3. It is a work in progress document and will be used to inform the task orders that will be generated with the utilities after Master Agreements are signed
4. It will be accompanied by a set of utility conflict maps

City of Fresno Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/ Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/Rearrangement	Cross Road(s)	HST Alignment
2	10825+00 TO 10840+00	UT-C4011	Runs parallel with alignment south of Weldon Ave	SEWER	City of Fresno	Low	F-B	1A	8"							Relocate		
10	10840+00 TO 10840+00	UT-C4012	McKinley Ave	SEWER	City of Fresno	Low	F-B	1A	8"							Relocate		
11	MCK 14+10 TO MCK 22+95	UT-C4012	McKinley Ave	SEWER	City of Fresno	Low	F-B	1A	10"							Remove		
1	MCK 32+47 TO MCK 14+10	UT-C4012	McKinley Ave	WATER	City of Fresno	High	F-B	1A	12"							Relocate		
14	MCK 32+47 TO MCK 14+10	UT-C4012	McKinley Ave	WATER	City of Fresno	High	F-B	1A	12"							Proposed		
9	MCK 25+89 TO MCK 32+47	UT-C4013	McKinley Ave	WATER	City of Fresno	High	F-B	1A	12"							Relocate		
11	MCK 31+69 TO MCK 31+69	UT-C4013	McKinley Ave	WATER	City of Fresno	High	F-B	1A	12"							Proposed		
8	10854+50 TO 10854+50	UT-C4014	Golden State and Pine Ave	SEWER	City of Fresno	Low	F-B	1A	42"							Protect in Place		
9	10855+50 TO 10855+50	UT-C4014	Golden State and Pine Ave	WATER	City of Fresno	High	F-B	1A	12"							Protect in Place		
2	OU 12+77 TO OU 16+00	UT-C4016	Olive Ave	SEWER	City of Fresno	Low	F-B	1A	8"							Relocate		
4	OU 12+77 TO OU 21+83	UT-C4016	Olive Ave	WATER	City of Fresno	High	F-B	1A	12"							Relocate		
7	OU 12+77 TO OU 30+48	UT-C4016	Olive Ave	WATER	City of Fresno	High	F-B	1A	12"							Relocate		
3	OU 12+77 TO OU 30+48	UT-C4017	Olive Ave	WATER	City of Fresno	High	F-B	1A	12"							Relocate		
6	OU 23+00 TO OU 23+24	UT-C4017	Olive Ave	WATER	City of Fresno	High	F-B	1A	10"							Relocate		
7	OU 23+24 TO OU 30+48	UT-C4017	Olive Ave	WATER	City of Fresno	High	F-B	1A	12"							Relocate		
2	10901+00 TO 10906+00	UT-C4019	North Golden State and N Arthur Ave	SEWER	City of Fresno	Low	F-B	1A	8" to 10"							Relocate		
10	10911+00 TO 10911+00	UT-C4021	Belmont Ave	RECYCLED WATER	City of Fresno	High	F-B	1A	12"							Future (By Others)		
3	10911+00 TO 10918+00	UT-C4021	Belmont Ave	SEWER	City of Fresno	Low	F-B	1A	8"							Remove		
6	10918+00 TO 10918+00	UT-C4021	Belmont Ave	SEWER	City of Fresno	Low	F-B	1A	8" to 24"							Relocate		
4	10911+00 TO 10914+00	UT-C4021	Belmont Ave	WATER	City of Fresno	High	F-B	1A	8" to 12"							Relocate		
1	10914+00 TO 10914+00	UT-C4022	Belmont Ave	SEWER	City of Fresno	Low	F-B	1A	8"							Remove		
5	10914+00 TO 10914+00	UT-C4022	Belmont Ave	WATER	City of Fresno	High	F-B	1A	8" to 12"							Relocate		
10	BEL 23+00 TO BEL 30+48	UT-C4022	Belmont Ave	WATER	City of Fresno	High	F-B	1A	12"							Relocate		
15	BEL 22+00 TO BEL 26+00	UT-C4022	Belmont Ave	WATER	City of Fresno	High	F-B	1A	12"							Proposed		
1	10918+00 TO 10920+00	UT-C4023	Belmont Ave	SEWER	City of Fresno	Low	F-B	1A	8" to 24"							Relocate		
2	10918+00 TO 10920+00	UT-C4023	Belmont Ave	SEWER	City of Fresno	Low	F-B	1A	8"							Remove		
1	10914+00 TO 10930+00	UT-C4024	H St and Palm Ave	SEWER	City of Fresno	Low	F-B	1A	8"							Remove		
3	10930+00 TO 10932+00	UT-C4024	H St and Palm Ave	SEWER	City of Fresno	Low	F-B	1A	30"							Relocate		
1	10932+00 TO 10939+00	UT-C4025	SR 180 and Proposed Alignment	SEWER	City of Fresno	Low	F-B	1A	18" to 30"							Relocate		
3	10936+00 TO 10939+00	UT-C4025	SR 180 and Proposed Alignment	SEWER	City of Fresno	Low	F-B	1A	8"							Remove		
5	10937+00 TO 10940+50	UT-C4025	SR 180 and Proposed Alignment	WATER	City of Fresno	High	F-B	1A	10" to 12"							Relocate		
3	10944+00 TO 10949+00	UT-C4026	Divisadero and Proposed Alignment	SEWER	City of Fresno	Low	F-B	1A	10"							Relocate		
1	10940+50 TO 10946+00	UT-C4026	Divisadero and Proposed Alignment	WATER	City of Fresno	High	F-B	1A	10" to 12"							Relocate		
1	10948+50 TO 10951+00	UT-C4027	El Dorado St and Proposed Alignment	SEWER	City of Fresno	Low	F-B	1A	12"							Relocate		
3	10976+00 TO 10976+00	UT-C4028	H St and San Joaquin Ave	SEWER	City of Fresno	Low	F-B	1A / 1B	12"							Relocate		
1	10976+00 TO 10977+00	UT-C4029	Stanislaus St and H St	SEWER	City of Fresno	Low	F-B	1B	12"							Relocate		
2	10987+00 TO 10987+00	UT-C4031	Merced St and Proposed Alignment	SEWER	City of Fresno	Low	F-B	1B	22"							Protect in Place (size does not match A Letter response of 33" and 18")		
9	10996+50 TO 10999+00	UT-C4031	Manposia St and G St	SEWER	City of Fresno	Low	F-B	1B	4" to 10"							Relocate		
10	10991+50 TO 10999+00	UT-C4031	Fresno St and Proposed Alignment	WATER	City of Fresno	High	F-B	1B	12"							Protect in Place		
1	11002+00 TO 11002+00	UT-C4032	Tulare St and G St	SEWER	City of Fresno	Low	F-B	1B	4" to 10"							Relocate		
8	11002+00 TO 11002+00	UT-C4032	China Alley and F St	SEWER	City of Fresno	Low	F-B	1B	10"							Remove		
10	11001+50 TO 11006+50	UT-C4032	China Alley between Tulare St and Kern St	SEWER	City of Fresno	Low	F-B	1B	8"							Relocate		
13	11006+50 TO 11006+50	UT-C4032	Kern St and Proposed Alignment	SEWER	City of Fresno	Low	F-B	1B	22"							Protect in Place		
7	11001+50 TO 11006+75	UT-C4032	Tulare St between G St and F St	WATER	City of Fresno	High	F-B	1B	6" to 12"							Relocate		
16	11006+75 TO 11016+50	UT-C4032	Kern St and Proposed Alignment	WATER	City of Fresno	High	F-B	1B	12"							Protect in Place		
1	11016+50 TO 11018+50	UT-C4033	Mono St between Broadway St and F St	SEWER	City of Fresno	Low	F-B	1B	18"							Relocate		
4	11016+00 TO 11016+00	UT-C4034	Mono St between Broadway St and F St	SEWER	City of Fresno	Low	F-B	1B	10"							Protect in Place		
9	11016+50 TO 11018+50	UT-C4034	Mono St between Broadway St and F St	SEWER	City of Fresno	Low	F-B	1B	18"							Relocate (does not reference man hole reference in the A Letter response)		
6	11020+00 TO 11026+00	UT-C4035	Alley between H St and Broadway St between Ventura St and Santa Clara St	SEWER	City of Fresno	Low	F-B	1B	18"							Protect in Place		
8	11018+50 TO 11020+00	UT-C4035	Ventura St between H St and Broadway St	SEWER	City of Fresno	Low	F-B	1B	18"							Relocate		
7	11020+00 TO 11020+00	UT-C4035	Ventura St between H St and Broadway St	WATER	City of Fresno	High	F-B	1B	12"							Relocate		
9	11020+00 TO 11020+00	UT-C4035	H St and Ventura St	WATER	City of Fresno	High	F-B	1B	8"							Relocate		
1	11019+00 TO 11021+00	UT-C4036	Ventura St between F St and Broadway St	SEWER	City of Fresno	Low	F-B	1B	18"							Relocate		
13	11024+00 TO 11027+50	UT-C4036	G St between Ventura and SR 41	SEWER	City of Fresno	Low	F-B	1B	10"							Relocate		
10	11020+50 TO 11020+50	UT-C4036	Ventura St between F St and Broadway St	WATER	City of Fresno	High	F-B	1B	12"							Relocate		

City of Fresno Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/ Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/ Rearrangement	Cross Road(s)	HST Alignment
1	11027+50 TO 11028+00	UT-C4037	G St between Ventura and SR 41	SEWER	City of Fresno	Low	F-B	1B	10"							Relocate		
7	11002+00 TO 11007+00	UT-C4038	F St and Tulare St China Alley between Tulare St and Kern St	SEWER	City of Fresno	Low	F-B	1B	4"							Remove		
8	11002+00 TO 11007+00	UT-C4038	Tulare St between G St and E St	SEWER	City of Fresno	Low	F-B	1B	8"							Relocate		
10	11002+00 TO 11004+00	UT-C4038	Fagan Alley between Mariposa St and Kern St	SEWER	City of Fresno	Low	F-B	1B	10"							Relocate		
11	10996+50 TO 11006+50	UT-C4038	Fagan Alley between Mariposa St and Kern St	SEWER	City of Fresno	Low	F-B	1B	10"							Relocate		
12	11002+00 TO 11007+00	UT-C4038	China Alley between F St and G St and between Tulare St and Kern St	WATER	City of Fresno	High	F-B	1B	8"							Relocate		
3	11002+00 TO 11007+00	UT-C4038	Tulare St and F St	WATER	City of Fresno	High	F-B	1B	8"							Relocate		
5	11002+00	UT-C4038	Tulare St between H St and Fulton Mall	SEWER	City of Fresno	Low	F-B	1B	8"							Relocate		
2	11002+00	UT-C4039	Tulare St between H St and Fulton Mall	WATER	City of Fresno	High	F-B	1B	12"							Protect in Place		
4	11002+00	UT-C4039	Tulare St and Alley between Chukchansi Park and Fulton Mall	WATER	City of Fresno	High	F-B	1B	8"							Protect in Place		
6	11002+00	UT-C4039	410' NORTHWEST OF KATHRYN WY	WATER	City of Fresno	High	M-F	Veterans to Clinton	12"	PVC	GSB	PARALLEL	1,000	-	-	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 111-12 TO G58 119+10	UT-D1002	200' NORTHWEST OF KATHRYN WY	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	8"	PVC	GSB	PARALLEL	800	-	-	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
TV	G58 169-00	UT-D1005	VETERANS BLVD	SEWER	City of Fresno	Low	M-F									(E) 54" SS to be protected in place		
Report	S10530+33	UT-D1011	700' NORTH OF W. HULLARD AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	54"	RCP	UPRR GSB HST	90°	110	-	100	PROTECT IN PLACE AND PROVIDE (N) 84" RCP FOR FUTURE US		
Report	G58 193+05 TO G58 257+24	UT-D1012	CARNEGIE AVE TO N. CORNELIA AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	14"	PVC	HST	PARALLEL	-	-	6,370	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 200+32	UT-D1013	CENTERLINE OF CARNEGIE AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	12"	PVC	UPRR GSB HST	90°	20	-	70	PROTECT IN CASING		
Report	G58 200+15 TO G58 230+35	UT-D1013	FROM CARNEGIE AVE TO N. CORNELIA AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	8" 12"	PVC	GSB HST	PARALLEL	-	-	4,000	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 239+72 TO G58 239+43	UT-D1015	W. BARSTOW AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	10"	VCP	IN HST ROW	40°	-	-	45	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 234+39 TO G58 258+44	UT-D1015	N. CORNELIA AVE NORTHWARD	WATER	City of Fresno	High	M-F	Veterans to Clinton	8"	ACP	IN HST ROW	PARALLEL	-	-	2,500	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 242+57 TO G58 247+97	UT-D1016	N. STATE AVE TO 500' OF N. STATE AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	6"	VCP	IN HST ROW	PARALLEL	-	-	540	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 247+97 TO G58 257+33	UT-D1016	FROM N. STATE AVE TO N. CORNELIA AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	8"	VCP	IN HST ROW	PARALLEL	-	-	945	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 259+27	UT-D1017	N. CORNELIA AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	39"	RCP	UPRR GSB HST	50°	140	-	140	PROTECT IN 66" CASING		
Report	G58 257+24	UT-D1017	150'S NORTH OF N. CORNELIA AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	14"	PVC	HST	90°	-	-	100	PROTECT IN 24" CASING		
Report	G58 257+24 TO G58 258+65	UT-D1017	N. CORNELIA AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	12"	-	UPRR GSB HST	PARALLEL AND 90°	-	-	200	TO BE REMOVED		
Report	G58 258+25 TO G58 259+08	UT-D1017	N. CORNELIA AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	10"	DIP	UPRR GSB HST	50°	120	-	145	TO BE REMOVED		
Report	G58 271-00	UT-D1017	SOUTH SIDE OF W. SHAW AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	16"	DIP	UPRR HST	40°	-	-	150	PROTECT IN 30" CASING		
Report	G58 271+26 TO S10699+37	UT-D1018	SOUTHWARD FROM W. SHAW AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	14"	PVC	IN HST ROW	PARALLEL	-	-	6,900	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 287+38 TO G58 302+71 TO G58 323+56 TO S10701+44 TO S10707+76	UT-D1019	FROM W. SANTA ANA AVE TO W. ASHLAN AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	15" 12" 10" 8"	PVC	HST	PARALLEL	-	-	1500 2100 1800 70	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	G58 332+73	UT-D1022	W. SWIFT AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	8"	VCP	GSB HST	90°	100	-	30	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	S10702+20	UT-D1022	W. ASHLAN AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	14"	DIP	UPRR GSB HST	90°	100	-	100	PROTECT IN 24" CASING		
Report	SR99 168-10	UT-D1027	1/2 MILE NORTH OF W. CLINTON AVE NEAR W. SHIELDS AVE	SEWER	City of Fresno	Low	M-F	Veterans to Clinton	45"	CIP	UPRR SR99 HST	85°	-	200	70	PROTECT IN 72" CASING		
Report	S10806+00- SR99 142+38	UT-D1029, UT-D1035	AT W. CLINTON AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	16"	PVC	HST SR99	50°	-	750	90	TO BE RELOCATED		
Report	"SH" 66+52 TO "SH" 68+03	UT-D1031	SHAW AVE	WATER	City of Fresno	High	M-F	Veterans to Clinton	14"	DIP	-	PARALLEL AND 90°	460 (ALONG SHAW AVE)	-	-	RELOCATE TO OUTSIDE OF PROPOSED RETAINING WALL		
A Letter Response			BELMONT AVE	WATER	City of Fresno	High	F-B	1A								Did not see reference for steel chase for future 24" reclaimed water line as referenced in the City of Fresno response		
A Letter Response			VENTURA ST	WATER	City of Fresno	High	F-B	1B								Did not see reference for steel chase for future 12" reclaimed water line as referenced in the City of Fresno response		
A Letter Response			HERNDON AVE	WATER	City of Fresno	High	M-F									Provide reference to steel chase for future 36" recycled water line as referenced in the City of Fresno response		
A Letter Response			VETERANS BLVD	WATER	City of Fresno	High	M-F									Provide reference to steel chase for future 36" recycled water line as referenced in the City of Fresno response		

Fresno Metropolitan Flood Control District Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/Rearrangement	Cross Road(s)	HST Alignment
8	MCK 15+30 TO MCK 22+96	UT C4012	McKinley Ave and Golden State Ave	STORM DRAIN	FMFCD	Low	F-B	1A	30"							Relocate		
4	MCK 22+96 TO MCK 25+90	UT C4013	Golden State Ave and McKinley	STORM DRAIN	FMFCD	Low	F-B	1A	30"							Future (By Others)		
7	MCK 22+96 TO MCK 24+50	UT C4013	Golden State Ave and McKinley	STORM DRAIN	FMFCD	Low	F-B	1A	30"							Relocate		
8	MCK 25+50 TO MCK 25+90	UT C4013	Golden State Ave and McKinley	STORM DRAIN	FMFCD	Low	F-B	1A	18"							Remove		
1	10846+00	UT C4014	Golden State	STORM DRAIN	FMFCD	Low	F-B	1A	24"							Future (By Others)		
3	OUI 12+77 TO OUI 21+50	UT C4016	Olive Ave and Golden State Ave	STORM DRAIN	FMFCD	Low	F-B	1A	42"							Relocate		
1	OUI 21+50 TO OUI 30+48	UT C4017	Olive Ave and Golden State Ave	STORM DRAIN	FMFCD	Low	F-B	1A	42"							Relocate		
5	10897+00 TO 10896+00	UT C4019	North Golden State and N Thomas Ave	STORM DRAIN	FMFCD	Low	F-B	1A	15" to 96"							Relocate		
1	10902+00 TO 10906+60	UT C4020	W Thomas Ave and N Farris Ave	STORM DRAIN	FMFCD	Low	F-B	1A	15" to 96"							Relocate		
2	10902+00 TO 10906+60	UT C4020	Safford Ave and W Thomas Ave	STORM DRAIN	FMFCD	Low	F-B	1A	18"							Proposed		
5	10910+00 TO 10913+50	UT C4021	Belmont Ave and Proposed Alignment	STORM DRAIN	FMFCD	Low	F-B	1A	15" to 96"							Relocate		
7	10910+00 TO 10913+50	UT C4021	Belmont Ave and Basin	STORM DRAIN	FMFCD	Low	F-B	1A	18"							Future (By Others)		
6	10914+00 TO BEL 23+00	UT C4022	Belmont Ave and N H St	STORM DRAIN	FMFCD	Low	F-B	1A	15" to 96"							Relocate		
8	BEL 23+00 TO BEL 30+00	UT C4022	Belmont Ave and N H St	STORM DRAIN	FMFCD	Low	F-B	1A	42"							Relocate		
14	BEL 30+00	UT C4022	Belmont Ave and N Safford Ave	STORM DRAIN	FMFCD	Low	F-B	1A	18"							Proposed		
2	10921+00 TO 10929+00	UT C4024	H St and N Palm Ave	STORM DRAIN	FMFCD	Low	F-B	1A	30"							Future (By Others)		
2	10936+00	UT C4025	Divisadero St and Proposed Alignment	STORM DRAIN	FMFCD	Low	F-B	1A	18" to 60"							Relocate		
6	10936+50	UT C4025	H St and N Ferger Ave	STORM DRAIN	FMFCD	Low	F-B	1A	15"							Future (By Others)		
5	10946+00	UT C4026	Divisadero St and Proposed Alignment	STORM DRAIN	FMFCD	Low	F-B	1A	Unknown							Relocate		
6	10940+50 TO 10946+00	UT C4026	Roosevelt Ave and Divisadero St	STORM DRAIN	FMFCD	Low	F-B	1A	24"							Future (By Others)		
7	10940+50	UT C4026	H St and N Roosevelt Ave	STORM DRAIN	FMFCD	Low	F-B	1A	18"							Future (By Others)		
1	10972+50	UT C4028	Calaveras St and Proposed Alignment	STORM DRAIN	FMFCD	Low	F-B	1A / 1B	84"							Protect in Place		
1	10987+00	UT C4031	Merced St and Proposed Alignment	STORM DRAIN	FMFCD	Low	F-B	1B	72"							Protect in Place		
9	11002+00	UT C4032	Tulare St and F St	STORM DRAIN	FMFCD	Low	F-B	1B	15" to 24"							Relocate		
11	11002+00 TO 11006+50	UT C4032	Kern St and G St	STORM DRAIN	FMFCD	Low	F-B	1B	18" to 72"							Relocate		
12	11006+50	UT C4032	Kern St and proposed alignment	STORM DRAIN	FMFCD	Low	F-B	1B	72"							Protect in Place		
2	11011+00 TO 11019+00	UT C4033	Broadway St and H St between Inyo St and Ventura St	STORM DRAIN	FMFCD	Low	F-B	1B	18"							Relocate		
1	11011+00	UT C4034	Inyo St and Proposed Alignment	STORM DRAIN	FMFCD	Low	F-B	1B	36"							Protect in Place		
3	11018+50 TO 11020+00	UT C4035	Ventura St between H St and Broadway St	STORM DRAIN	FMFCD	Low	F-B	1B	18"							Relocate		
4	11018+50 TO 11020+00	UT C4035	Ventura St between H St and Broadway St	STORM DRAIN	FMFCD	Low	F-B	1B	15"							Remove		
11	11026+00	UT C4036	Santa Clara St and G St between Ventura and Santa Clara St	STORM DRAIN	FMFCD	Low	F-B	1B	18"							Future (By Others)		
1	10996+50 TO 11002+00	UT C4038	Tulare St between E St and G St	STORM DRAIN	FMFCD	Low	F-B	1B	72"							Relocate		
6	11002+00	UT C4038	F St and Tulare St between E St and G St	STORM DRAIN	FMFCD	Low	F-B	1B	15"							Remove		
9	11002+00	UT C4038	Tulare St between E St and G St	STORM DRAIN	FMFCD	Low	F-B	1B	24"							Remove		
3	11002+00	UT C4039	Tulare St between Fulton and H St	STORM DRAIN	FMFCD	Low	F-B	1B	30"							Relocate		
Report	GSB 111+35 TO GSB 119+10	UT-D1002	200' NORTHWEST OF KATHRYN WY	STORM DRAIN	FMFCD	Low	M-F	Veterans to Clinton	24"	CIP	GSB	PARALLEL	775	-	-	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	GSB 118+15	UT-D1002	300' NORTHWEST OF HERNDON AVE	STORM DRAIN	FMFCD	Low	M-F	Veterans to Clinton	18"	RCP	GSB	90°	95	-	-	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
TV	GSB 136+00	UT-D1003	HERNDON AVE	STORM DRAIN	FMFCD	Low	M-F									(FUT) 18" SD (NIC)		
TV	GSB 136+00 TO 140+00	UT-D1003	HERNDON AVE	STORM DRAIN	FMFCD	Low	M-F									(FUT) 24" SD (NIC)		
TV	GSB 140+00	UT-D1003	HERNDON AVE	STORM DRAIN	FMFCD	Low	M-F									(FUT) 24" SD (NIC)		
TV	GSB 135+00 TO GSB 142+00	UT-D1003	HERNDON AVE	STORM DRAIN	FMFCD	Low	M-F									Impact to (E) SD Basin EH		
TV	GSB 135+00 TO GSB 142+00	UT-D1004	HERNDON AVE	STORM DRAIN	FMFCD	Low	M-F									Impact to (E) SD Basin EH		
TV	GSB 176+00 TO GSB 180+00	UT-D1006	VETERANS BLVD	STORM DRAIN	FMFCD	Low	M-F									(E) 54" SD (NIC)		
Report	GSB 233+29	UT-D1015	375' SOUTH OF W. BARSTOW AVE	STORM DRAIN	FMFCD	Low	M-F	Veterans to Clinton	24"	CIP	GSB HST	96°	80	-	10	TO BE REMOVED		
Report	GSB 260+07	UT-D1017	SOUTH OF N. CORNELIA AVE	STORM DRAIN	FMFCD	Low	M-F	Veterans to Clinton	60"	RCP	UPRR GSB HST	50°	140	-	140	PROTECT IN 96" CASING		
Report	GSB 287+66	UT-D1019	W. SANTA ANA AVE	STORM DRAIN	FMFCD	Low	M-F	Veterans to Clinton	42"	RCP	UPRR HST	65°	-	-	110	PROTECT IN 72" CASING		

Fresno Metropolitan Flood Control District Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

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Report	G58 321+95 TO G58 336+47	UT-Q1021 THRU UT-Q1022	W. RICHERT AVE TO W. ASHLAN AVE	STORM DRAIN	FMFCD	Low	M-F	Veterans to Clinton	24"	CIP	IN HST ROW	PARALLEL	-	-	1,200	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		

Fresno Irrigation District Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/Rearrangement	Cross Road(s)	HST Alignment
TV	S10733+00	UT-1024	DAKOTA AVE & Hwy 99	IRRIGATION	Fresno Irrigation District	Low	M-F	Veterans to Clinton								Tracy No 44		
TV	S10733+00	UT-1024 THRU UT-1025	DAKOTA AVE & Hwy 99	IRRIGATION	Fresno Irrigation District	Low	M-F	Veterans to Clinton								Victoria Colony No 43		
7	10854+50	UT-C4014	Golden State and Pine Ave has no disposition	IRRIGATION	Fresno Irrigation District	Low	F-B	1A								Protect in Place / Is this Cole S Br No 40		
TV	10934+00	UT-C4025	H & Hwy 180	Canal	Fresno Irrigation District	Low	F-B	1A								Dry Creek No 75		
TV	10934+00	UT-C4025	Nielsen & Thorne	Canal	Fresno Irrigation District	Low	F-B	1A								Dry Creek No 75		
TV	GSB 234+00	UT-D1015	Herndon Canal	Canal	Fresno Irrigation District	Low	M-F	Veterans to Clinton		Bridge	GSB HST					See Dwg ST-K1002		
Report	GSB 305+28	UT-D1020	2000' SOUTH OF W. SANTA ANA	IRRIGATION	Fresno Irrigation District	Low	M-F	Veterans to Clinton	36"	RCP	UPRR HST	125°	-	-	130	RELOCATE PERPENDICULAR TO NEW HST ROW AND PROTECT IN 60" CASING		
Report	GSB 305+84 TO GSB 309+77	UT-D1020	2000' SOUTH OF W. SANTA ANA	IRRIGATION	Fresno Irrigation District	Low	M-F	Veterans to Clinton	24"	RCP	IN HST ROW	PARALLEL	-	-	390	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	GSB 309+77	UT-D1020	2000' SOUTH OF W. SANTA ANA	IRRIGATION	Fresno Irrigation District	Low	M-F	Veterans to Clinton	24"	RCP	GSB	90°	100	-	-	REMOVE AND REUSE IRRIGATION LINE		
Report	SR99 213+76	UT-D1024	W. DAKOTA AVE / N. PARKWAY DR	IRRIGATION	Fresno Irrigation District	Low	M-F	Veterans to Clinton	42"	RCP	UPRR SR99 HST	80°	-	212	85	PROTECT IN 72" CASING (is this Victoria No 42)		
Report	S10804+90+ TO SR99 140+67	UT-D1029, UT-D1035	IMMEDIATELY NORTH OF W. CLINTON AVE	IRRIGATION	Fresno Irrigation District	Low	M-F	Veterans to Clinton	60"	-	HST SR99	100°	-	650	70	ABANDONED LINE TO BE EXCAVATED AND REMOVED (Cole West Branch No 40)		
EIR FID 10			California & Cherry	Braly No 14	Fresno Irrigation District	Low	F-B									?		
EIR FID 13A			E/o Central & Cedar	Central No 23	Fresno Irrigation District	Low	F-B									?		
EIR FID 13B			Central at Cedar	Central No 23	Fresno Irrigation District	Low	F-B									?		
EIR FID 17			N/W Lincoln & Cedar	Church Ditch No 231 (private)	Fresno Irrigation District	Low	F-B									?		
EIR FID 11			North & Cedar / Golden State & Cedar	Fresno Colony No 24	Fresno Irrigation District	Low	F-B									?		
EIR FID 22B			South & Cedar	Gejeian No 164	Fresno Irrigation District	Low	F-B									?		
EIR FID 23			South & Cedar	Gejeian No 164 (private)	Fresno Irrigation District	Low	F-B									?		
EIR FID 12			Cedar & Hwy 99	North Central No 26	Fresno Irrigation District	Low	F-B									?		
EIR FID 19			S/W Clayton & Cedar	Oleander North Branch No 17	Fresno Irrigation District	Low	F-B									?		
EIR FID 20			Adams & Cedar	Oleander South Branch No 18	Fresno Irrigation District	Low	F-B									?		
EIR FID 21			N/W Sumner & Cedar	Oleander South Branch of the South Branch No 19	Fresno Irrigation District	Low	F-B									?		
EIR FID 22A			South & Cedar	Oleander South Branch of the South Branch No 19	Fresno Irrigation District	Low	F-B									?		
EIR FID 15			S/W American & Cedar	Storey No 237	Fresno Irrigation District	Low	F-B									?		
EIR FID 14			Malaga & Cedar	Viau No 25	Fresno Irrigation District	Low	F-B									?		
EIR FID 16			S/W Jefferson & Cedar	Washington Colony No 15	Fresno Irrigation District	Low	F-B									?		
EIR FID 18			N/W Clayton & Cedar	Wilson No 230	Fresno Irrigation District	Low	F-B									?		

Madera Irrigation District Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

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I204: Main Canal	4190+00	UP3-08	Hwy 145 & Proposed Alignment	Open Canal	Madera Irrigation District	Low	M-F	Hybrid			Yes					TBD		
I205: Main Canal	3980+00	UP3-08	Avenue 13 & Proposed Alignment	Open Canal	Madera Irrigation District	Low	M-F	Hybrid			Yes					TBD		
I219: Lateral 6.2	3800+00	UP3A-04	Avenue 10 & Proposed Alignment	Open Canal	Madera Irrigation District	Low	M-F	Hybrid			Yes					TBD		
I220: 6.2-9.25	3705+00	UP3A-04	Avenue 8 & Proposed Alignment	Open Canal	Madera Irrigation District	Low	M-F	Hybrid			Yes					TBD		
I221: MID Lateral 6.2-9.2-7.45	3715+00	UP3A-04	Avenue 8 & Proposed Alignment	Open Canal	Madera Irrigation District	Low	M-F	Hybrid			Yes					TBD		
I43: MID Lateral 6.2-9.25	3705+00	UP3A-04	Avenue 8 & Proposed Alignment	Open Canal	Madera Irrigation District	Low	M-F	Hybrid			Yes					TBD		
San Joaquin River	3760+00	UP1-12	San Joaquin River and Proposed Alignment	River	Bureau of Reclamation	Low	M-F	Hybrid			Yes					TBD		
Cottonwood Creek	4025+00	UP3-08	Avenue 13 & Proposed Alignment	Open Creek	Bureau of Reclamation	Low	M-F	Hybrid			Yes					TBD		
Fresno River	4200+00	UP3-08	Hwy 145 & Proposed Alignment	River	Bureau of Reclamation	Low	M-F	Hybrid			Yes					TBD		

Bureau of Reclamation Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/Rearrangement	Cross Road(s)	HST Alignment
Fresno River	4200+00	UP3-08	Hwy 145 & Proposed Alignmen	River	Bureau of Reclamation	Low	M-F	Hybrid			Yes					TBD		
Cottonwood Creek	4025+00	UP3-08	Avenue 13 & Proposed Alignment	Open Creek	Bureau of Reclamation	Low	M-F	Hybrid			Yes					TBD		
San Joaquin River	3760+00	UP1-12	San Joaquin River and Proposed Alignment	River	Bureau of Reclamation	Low	M-F	Hybrid			Yes					TBD		

AT&T Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/Rearrangement	Cross Road(s)	HST Alignment
RP	107+00 TO 120+00	UT-D1001 to UT-D1002	North of Herndon Ave.	Fiber Optic Line	AT&T	Low	M-F	Veterans to Clinton CP1								R/R Fiber Optic Line		
RP	107+00	UT-D1007	Proposed Veterans Blvd.	(E) Telephone Line	AT&T	Low	M-F	Veterans to Clinton CP1								(E) Telephone Line could conflict with grade separation		
RP	272+00 to CHST Sta. S10806+00	UT-D1018 to UT-D1029	W. Shaw Ave. to W. Clinton Ave.	R/R Fiber Optic Line	AT&T	Low	M-F	Veterans to Clinton CP1								R/R Fiber Optic Line		
RP	10815+00 to 10918+00	UT-C4012 to UT-C4022	N. Golder State Blvd.	OH Telephone Line	AT&T	Low	M-F	1A								Relocate OH Telephone Line		
RP		UT-C4012	W. McKinley Ave. and McKinley Connector	OH Telephone Line	AT&T	Low	M-F	1A								Relocate OH Telephone Line		
RP	10840+00 to 10867+00	UT-C4013 to UT-C4015	N. Golder State Blvd.	OH Telephone Line	AT&T	Low	M-F	1A								Relocate OH Telephone Line		
RP		UT-C4022	N. Harrison Ave.	OH Telephone Line	AT&T	Low	M-F	1A								Relocate OH Telephone Line		
Report	GSB 100+00 TO GSB 119+10	UT-D1001 AND UT-D1002	1300' NORTHWEST OF KATHRYN WY TO 140' NORTHWEST OF W. HERNDON AVE	F.O. TEL	AT&T	Low	M-F	1A			GSB	PARALLEL	1,900			RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	GSB 272+15	UT-D1018	200' SOUTHEAST OF W. SHAW AVE	F.O. TEL	AT&T	Low	M-F	1A			HST	90°			110	PROTECT IN CASING		
Report	GSB 272+15 TO S10806+00	UT-D1018 THRU UT-D1029	200' SOUTHEAST OF W. SHAW AVE	F.O. TEL	AT&T	Low	M-F	1A			IN HST ROW	PARALLEL			17,500	RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		
Report	SR99 141+90	UT-D1029, UT-D1035	AT W. CLINTON AVE	UG TEL	AT&T	Low	M-F	1A			SR99	60		750		TO BE RELOCATED		
3	10992+00	UT-C4031		Fiber Optic	AT&T			CP-1B	NA							Protect in Place		
4	11000+00 TO 11005+00	UT-C4032		Fiber Optic	AT&T			CP-1B	NA							Relocate (by others)		
18	10999+00 TO 11010+50	UT-C4032	McKinley Ave	Fiber Optic	AT&T			CP-1B	NA							Relocate		
5	11015+00	UT-C4034	McKinley Ave	Fiber Optic	AT&T			CP-1B	NA							Relocate (by others)		
8	11015+00	UT-C4034	Golden State Blvd	Fiber Optic	AT&T			CP-1B	NA							Relocate (by others)		
3	11020+00 TO 11025+00	UT-C4036	Golden State Blvd	Fiber Optic	AT&T			CP-1B	NA							Relocate (by others)		
2	10815+00	UT-C4010		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
1	10820+00 TO 10830+00	UT-C4011		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
4	10835+00	UT-C4012		OH Telecom	AT&T			CP-1A	NA		Yes					Relocate (by others)		
5	10835+00	UT-C4012		OH Telecom	AT&T			CP-1A	NA		Yes					Relocate (by others)		
7	10835+00	UT-C4012		OH Telecom	AT&T			CP-1A	NA		Yes					Relocate (by others)		
13	10835+00	UT-C4012		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
1	10840+00 TO 10845+00	UT-C4013		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
5	10840+00 TO 10845+00	UT-C4013		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
3	10850+00 TO 10860+00	UT-C4014	Golden State Blvd	OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
4	10850+00 TO 10860+00	UT-C4014	Golden State Blvd	OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
1	10860+00 TO 10870+00	UT-C4015		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
4	10860+00 TO 10870+00	UT-C4015		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
6	10870+00	UT-C4016		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
2	10880+00	UT-C4017	Belmont Ave	OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
1	10881+50 TO 10895+00	UT-C4018		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
1	10895+00 TO 10907+00	UT-C4019		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
2	10910+00	UT-C4021		OH Telecom	AT&T			CP-1A	NA			Parallel				Relocate (by others)		
9	10910+00	UT-C4021		OH Telecom	AT&T			CP-1A	NA		Yes					Relocate (by others)		
2	10915+00	UT-C4022		OH Telecom	AT&T			CP-1A	Unknown			Parallel				Relocate (by others)		
12	10915+00	UT-C4022		OH Telecom	AT&T			CP-1A	NA		Yes					Relocate (by others)		
6	10990+00 TO 10999+00	UT-C4031		OH Telecom	AT&T			CP-1B	NA			Parallel				Relocate (by others)		
7	10995+00 TO 10999+00	UT-C4031		OH Telecom	AT&T			CP-1B	NA			Parallel				Relocate (by others)		
15	10999+00 TO 11010+50	UT-C4032		OH Telecom	AT&T			CP-1B	NA			Parallel				Relocate (by others)		
20	11007+00 TO 11010+50	UT-C4032		OH Telecom	AT&T			CP-1B	NA			Parallel				Relocate (by others)		
6	11015+00	UT-C4034		OH Telecom	AT&T			CP-1B	NA			Parallel				Relocate (by others)		
6	11020+00 TO 11025+00	UT-C4036		OH Telecom	AT&T			CP-1B	NA			Parallel				Relocate (by others)		
7	11020+00 TO 11025+00	UT-C4036		OH Telecom	AT&T			CP-1B	NA			Parallel				Relocate (by others)		

Comcast Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/Rearrangement	Cross Road(s)	HST Alignment
TV-39	4270+00	UP3-07	Alonzo Ct. (Ave. 17)	cable	Comcast	low	M-F	hybrid			yes					tbd		
TV-40	4190+00	UP3-08	Watson Street	cable	Comcast	low	M-F	hybrid			yes					tbd		
TV-41	4180+00	UP3-08	Howard Street	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-42	4180+00	UP3-08	Ave. 15, 3/4	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-43	4160+00	UP3-08	Ave. 15, 1/2	cable	Comcast	low	M-F	hybrid			yes					tbd		
TV-44	4160+00	UP3-08	Ave. 29	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-45	4130+00	UP3-08	Ave. 15	cable	Comcast	low	M-F	hybrid			yes					tbd		
TV-4	3590+00	UP1-13	West Barstow Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-5	3590+00	UP1-13	North Golden State	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-7	3560+00 to 3550+00	UP1-13	North Cornilia and West Shaw	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-6	3560+00	UP1-13	North Cornell	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-10	3530+00	UP1-13 to UP1-14	N/A	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-8	3550+00	UP1-13	West Shaw	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-9	3550+00	UP1-13	Weber	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-11	3550+00	UP1-13	N/A	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-12	3530+00	UP1-14	West Santa Ana Ave.	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-13	3480+00 to 3470+00	UP1-14	West Ashlan Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-14	3470+00	UP1-14	North Weber Ave.	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-16	3450+00 to 3440+00	UP1-14	N/A	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-15	3450+00	UP1-14	West Dakota Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-20	3450+00	UP1-14	North Rafael Ave.	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-21	3450+00	UP1-14	North Rafael Ave.	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-22	3450+00	UP1-14	North Seland Ave.	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-23	3450+00	UP1-14	West Dakota Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-17	3440+00 to 3450+00	UP1-14	West Dakota Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-19	3440+00 to 3450+00	UP1-14	West Dakota Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-18	3440+00	UP1-14	West Dakota Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-24	3440+00	UP1-14	North Valentine Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-25	3430+00	UP1-14	North Prospect Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-26	3420+00	UP1-14	North Feland Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-27	3420+00	UP1-14	North Feland Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
TV-28	3410+00	UP1-14	West Marks Ave.	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-29	3400+00 to 3410+00	UP1-14	West Marks Ave.	cable	Comcast	low	M-F	hybrid			no					tbd		
TV-30	3370+00	UP1-14	West Clinton Ave.	cable	Comcast	low	M-F	hybrid			Yes					tbd		
Report	GSB 229+21	UT-D1015	W. BARSTOW AVE	OH CTV	Comcast	Low	M-F	hybrid			GSB HST	45°	110	-	144	RELOCATE/RAISE POLES		
Report	GSB 259+84/ "CS" 10+00 TO "CS" 16+54	UT-D1017/ UT-D1032	N. CORNELIA AVE	OH CTV	Comcast	Low	M-F	hybrid			GSB	135°	800 (AT GSB AND ALONG SHAW AVE)	-	-	TO BE RELOCATED		
Report	GSB 270+04/ "SH" 63+81 TO "SH" 67+35	UT-D1017, UT-D1030 & UT-D1031	W. SHAW AVE	OH CTV	Comcast	Low	M-F	hybrid			GSB HST	47°	210 (AT GSB AND ALONG SHAW AVE)	-	145	RELOCATE/RAISE POLES		
Report	GSB 270+81 TO GSB 288+10	UT-D1017 THRU UT-D1019	FROM W. SHAW AVE TO W. SANTA ANA AVE	OH CTV	Comcast	Low	M-F	hybrid			IN HST ROW	PARALLEL	-	-	1,750	RELOCATE/RAISE POLES		
Report	S10700+29	UT-D1022	W. ASHLAN AVE	OH CTV	Comcast	Low	M-F	hybrid			HST	41°	-	-	120	RELOCATE/RAISE POLES		
Report	S10805+75- SR99 142+63	UT-D1029, UT-D1035	AT W. CLINTON AVE	OH CTV	Comcast	Low	M-F	hybrid			HST SR99	50°	-	750	90	TO BE RELOCATED		
Report	"SH" 56+54 TO "SH" 59+24	UT-D1030	SHAW AVE	OH CTV	Comcast	Low	M-F	hybrid			-	PARALLEL	270 (ALONG SHAW AVE)	-	-	RELOCATE TO WITHIN NEW SHAW AVE SIDEWALK		
4	11020+00	UT-C4036	Ventura St	OH Television	Comcast	Low	F-B	CP-1B	NA		yes					Relocate (by others)		

Sprint Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/ Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/ Rearrangement	Cross Road(s)	HST Alignment
	GSB 110+35	UT-D1002	1000' NORTHWEST OF W. HERNDON AVE	CELL PHONE TOWER	Sprint	Low	M-F				GSB	0°				RELOCATE TO WITHIN NEW RIGHT OF WAY OF GOLDEN STATE BLVD		

Chevron Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/Rearrangement	Cross Road(s)	HST Alignment
4	10935+00	UT-C4025		Oil (abandoned)	Chevron	High	F-B	CP-1A	Unknown		Yes					Remove		
2	10953+00	UT-C4027		Oil (abandoned)	Chevron	High	F-B	CP-1A	Unknown		Yes					Remove		
2	10973+50	UT-C4028		Oil (abandoned)	Chevron	High	F-B	CP-1A	Unknown		Yes					Remove		
5	10984+50 TO 10999+00	UT-C4031		Oil (abandoned)	Chevron	High	F-B	CP-1B	unknown			Parallel				Remove		
5	11002+00	UT-C4032	Tulare St	Oil (abandoned)	Chevron	High	F-B	CP-1B	unknown		Yes					Remove		
2	11015+00	UT-C4034		Oil (abandoned)	Chevron	High	F-B	CP-1B	unknown			Parallel				Remove		
9	11020+00 TO 11025+00	UT-C4036		Oil (abandoned)	Chevron	High	F-B	CP-1B	unknown			Parallel				Remove		

Kinder Morgan Utility Conflict SUMMARY - Procurement Package 1 from Ave 17, Madera to San Benito St, Fresno

Utility ID #	Stationing	Sheet No.	Approximate Location	Utility Type	Entity	Risk	Alignment	Section	Pipe Diameter	Pipe Material	Roadway/ Railway Crossed	Crossing Angle	Impacted by GSB Reconstruction, Length in Feet	Impacted by SR99 Reconstruction, Length in Feet	Impacted by HST Construction, Length in Feet	Method of Protection/ Rearrangement	Cross Road(s)	HST Alignment
3	11000+00 TO 11005+00	UT-C4032	Tulare St	Oil	Kinder Morgan, Inc.	High	F-B	CP-1B	8"		Yes					Relocate (by others)		
P2	3710+00	UP1-13	Herndon Ave	Petroleum	Kinder Morgan, Inc.	High	M-F	Hybrid	12"		Yes							

APPROACH FOR OBTAINING ICS ENVIRONMENTAL APPROVALS/PERMITS

		Merced to Fresno HST Section		Fresno to Bakersfield HST Section		
Responsible Regulatory Agency	Approval/Permit Needed	Construction Package #1A	Construction Package #1B	Construction Package #1C	Party to Obtain Approval/Permit	Comments
	Project Limits: Env. Document:	See Note Below * Merced to Fresno	See Note Below ** Merced to Fresno	See Note Below *** Fresno to Bakersfield		
1	USFWS Section 7 Biological Opinion	Required for ROD	Required for ROD	Required for ROD	Authority/RC	Will include construction-related biological mitigation measures
2	NMFS Section 7 Biological Opinion	Required for ROD	Required for ROD	Required for ROD	Authority/RC	Will include construction-related biological mitigation measures
3	CA SHPO Section 106 MOA/Treatment Plan	Required for ROD	Required for ROD	Required for ROD	Authority/RC	MOA/Treatment Plan to be adopted by Authority and City of Fresno; also MOA needed with one or more Native American Tribes
4	FRA/USEPA Air Quality General Conformity Determination	Required for ROD	Required for ROD	Required for ROD	Authority/RC	FRA determination is to be made for the entire Merced to Fresno HST section. Requires coordination with EPA and state air resources board and air quality districts.
5	FRA / USDOJ Section 4(f)/Section 6(f) Determination	Required for ROD	Required for ROD	Required for ROD	Authority/RC	Section 4(f) pertains to potential project impacts to parks and historic resources; Section 6(f) pertains to existing parks that utilized Land and Water Conservation funds for property acquisition or park development
6	CDFG Title 14 Memorandum of Agreement	Required for ROD	N/A	N/A	Authority/RC	Requires agreement with CDFG for impacts to Camp Pashayan and construction of a bridge crossing of the SJ River
7	SWRCB Section 401 - State Water Quality Certification <i>Conditional Permit</i> <i>Final Permit</i>	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Authority/RC D/B Contractor	Certificate to be issued by State Water Resources Control Board; needed for Section 404 permit required by the Corps
8	SWRCB Section 402 - NPDES Permit <i>Construction General Permit</i>	Obtain After ROD	Obtain After ROD	Obtain After ROD	D/B Contractor	Pertains to any activity with ground disturbance greater than one acre. Requires preparation of a Storm Water Pollution Prevention Plan (SWPPP).
9	<i>Industrial General Permit</i>	N/A	N/A	N/A	N/A	Pertains to discharges from industrial type activities (e.g., fueling, cleaning, repairing facilities) that would be built under a separate CP at a future date.
10	<i>Municipal Separate Storm Sewer Systems Permit (MS4)</i>	Obtain After ROD	Obtain After ROD	Obtain After ROD	D/B Contractor	Generally pertains to discharges in urbanized areas; requires preparation of a Standard Urban Storm Water Management Plan (SUSMP)
11	USACE Section 404 Clean Water Act - Dredge and Fill Permit <i>Conditional Permit</i> <i>Final Permit</i>	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Authority/RC D/B Contractor	For now, assume a single, individual permit needed for both the Merced to Fresno and Fresno to Bakersfield HST sections. Permit requires ROD, 401 Certification, 408 Determination issued by the Corps (see below), Biological Opinion issued by USFWS and NMFS, and Section 401 Certificate from SWRCB.
12	CDFG Section 1602 Streambed Alteration Agreement <i>Conditional Permit</i> <i>Final Permit</i>	Obtain After ROD Obtain After ROD	N/A N/A	N/A N/A	Authority/RC D/B Contractor	Pertains to any activity related to diverting or obstructing the natural flow of any river, stream or lake; change or use of any material from the bed, channel, or bank of any river, stream or lake; deposit or dispose of debris waste or any other material where it may pass into any river, stream or lake.
13	CDFG Section 2081 Incidental Take Permit <i>Conditional Permit</i> <i>Final Permit</i>	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Authority/RC D/B Contractor	Under the CA Environmental Species Act (CESA), CDFG is allowed to issue an incidental take (IT) permit for a CESA-listed, threatened, endangered or candidate species if specific criteria are met. To obtain IT authorization for multiple state-listed endangered, threatened and candidate species, preparation of a Natural Community Conservation Plan must be prepared.

APPROACH FOR OBTAINING ICS ENVIRONMENTAL APPROVALS/PERMITS

		Merced to Fresno HST Section		Fresno to Bakersfield HST Section		
Responsible Regulatory Agency	Approval/Permit Needed	Construction Package #1A	Construction Package #1B	Construction Package #1C	Party to Obtain Approval/Permit	Comments
	Project Limits: Env. Document:	See Note Below * Merced to Fresno	See Note Below ** Merced to Fresno	See Note Below *** Fresno to Bakersfield		
13	CVFPB Encroachment Permits <i>Conditional Permit</i> <i>Final Permit</i>	Obtain After ROD Obtain After ROD	N/A N/A	Obtain After ROD Obtain After ROD	Authority/RC D/B Contractor	Following initial review by the CVFPB, the Corps will need to issue a 408 Minor Determination acknowledging the proposed project will have little or no impact on Corps' owned/operated/maintained flood control facilities.
14	Caltrans Right-of-Way Encroachment Permits	Obtain After ROD	Obtain After ROD	Obtain After ROD	D/B Contractor	Required for any construction-related activity within the Caltrans right-of-way.
15	State Lands Commission Long-Term Lease	Obtain After ROD	N/A	N/A	Authority/RC	Required for crossing state lands and the San Joaquin River.
16	CPUC CA Public Utilities Commission Approvals/Permits <i>Conditional Permit</i> <i>Final Permit</i>	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Obtain After ROD Obtain After ROD	Authority/RC D/B Contractor	CPUC General Order No. 95 requires approval for overhead electric line construction, including overhead catenary construction and the location of power systems. Also, CPUC has approval for closure of existing or construction of new railroad grade crossings.
17	SJVAPCD San Joaquin Valley Air Pollution Control District (SJVAPCD) Construction Permits <i>Rule 201, General Permit Requirements</i>	Obtain After ROD	Obtain After ROD	Obtain After ROD	D/B Contractor	
18	<i>Rule 403, Fugitive Dust Requirements</i>	Obtain After ROD	Obtain After ROD	Obtain After ROD	D/B Contractor	
19	<i>Rule 442, Architectural Coatings Requirements</i>	Obtain After ROD	Obtain After ROD	Obtain After ROD	D/B Contractor	
20	<i>Rule 902, Asbestos Requirements</i>	Obtain After ROD	Obtain After ROD	Obtain After ROD	D/B Contractor	

* CP #1A will consist of construction between Avenue 10 on the UPRR in Madera County south across the SJ River to the north tail track of the Fresno Station, or between Avenue 17 on the BNSF in Madera County south across the SJ River to the north tail track for the Fresno Station.

** CP #1B will consist of construction from the north end of the Fresno Tail Track south to the southern end of the Fresno Station Tail Track

*** CP #1C will consist of construction from the southern end of the Fresno Station Tail Track to East American Way in the city of Fresno

Legend:

Authority - California High-Speed Rail Authority
 Caltrans - California Department of Transportation
 CA SHPO - California State Historic Preservation Officer
 CDFG - California Department of Fish and Game
 CPUC - California Public Utilities Commission
 CVFPB - Central Valley Flood Protection Board
 FRA - Federal Railroad Administration

NMFS - National Marine Fisheries Service
 SJVAPCD - San Joaquin Valley Air Pollution Control District
 SWRCB - California State Water Resources Control Board
 USACE - United States Army Corps of Engineers
 USDO I - United States Department of Interior
 USEPA - United States Environmental Protection Agency
 USFWS - United States Fish and Wildlife Service

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Environmental Documents

The Authority has posted on its website the Merced to Fresno and Fresno to Bakersfield High-Speed Train Project EIR/S documents. Each of the documents can be accessed using the links provided below:

Merced to Fresno

<http://www.cahighspeedrail.ca.gov/draft-eir-m-f.aspx>

Fresno to Bakersfield

<http://www.cahighspeedrail.ca.gov/draft-eir-f-b.aspx>



Mitigation Monitoring Reporting Program

To be determined and added via addendum.

