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## ABSTRACT

The California High-Speed Train Project (CHSTP) is expected to encroach upon California Department of Transportation (Caltrans) right-of-way in numerous locations along its alignment. Proposed alternative alignments are currently being developed to the point where details of such encroachments can be identified. Due to the number of anticipated encroachments, some spanning multiple Caltrans Districts, it was decided to develop a system-wide plan of interaction and coordination with Caltrans, which is documented in the November 2009 "Master Agreement for High-Speed Train System Project Development within Caltrans Right of Way" (Master Agreement), a copy of which is in Appendix A.

In accordance with the Master Agreement, Caltrans will perform Oversight on all work performed by the Authority for locating any portion of the CHSTP within Caltrans Right-of-Way (CROW). In addition, through Supplemental Agreements, the Authority will be requesting Caltrans to perform additional services beyond those of Oversight, referred to as "Project Development Services" (PDS), including the preliminary engineering (PE) up to 30% design for any existing Caltrans structures that will require modification or replacement for the CHSTP.

To initiate the process in each CHSTP section, the Authority's Regional Managers will prepare a draft Project Initiation Document (PID) to request programming for capital support for the Project Approval and Environmental Document (PA&ED) Phase. A draft template for the PID is included in Appendix B. The PID is to be updated annually for Caltrans to determine future levels of Oversight and PDS costs necessary to support the Authority's fiscal budget requests. The PID for each section will provide a description of the route alternatives being studied including highway crossings or encroachments, a list of existing State Highway System (SHS) structures requiring modification, a list of where a route alternative runs parallel to the SHS, including areas where there may be right-of-way impacts, a preliminary capital cost estimate of new and modified structures on the SHS, and a milestone schedule for the following Milestones:

- Alternative Analysis Report
- 15% Design
- Draft EIR/EIS
- 30% Design
- Final EIR/EIS
- NOD/ROD

The Master Agreement defines the roles and responsibilities of affected Caltrans Districts, as well as those of the California High-Speed Rail Authority (the Authority). The Master Agreement will henceforth be the basis of all coordination with Caltrans and will create a uniform approval process within all Districts.

## 1.0 INTRODUCTION

### 1.1 Purpose of Technical Memorandum

This technical memorandum discusses the process to be followed when the California High-Speed Train Project (CHSTP) encroaches on the State Highway System (SHS). It also discusses the coordination that should occur between the Authority and Caltrans in order to achieve a streamlined approval process within all impacted Caltrans Districts. The Caltrans Project Development Procedures Manual (PDPM) outlines the encroachment approval process to be followed by all projects, including those where the project proponent is another state agency. A .pdf copy of the entire PDPM is available at the following website: <http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm>.

The encroachment approval process includes review of all proposed construction activity within the SHS, including activities that do not impact the operation of the facility. Those facilities that are located wholly outside of the SHS will not require review and approval by Caltrans. However, care must be taken to ensure all impacts to the SHS are reviewed. In particular, improvements outside of Caltrans right-of-way may have impacts on drainage systems within the SHS or traffic operations at ingress and egress points to the SHS. In such cases, close coordination with Caltrans will be required, although an encroachment permit will not be required.

### 1.2 STATEMENT OF TECHNICAL ISSUE

The crossing of, or encroachment on, State Highway right-of-way will require Caltrans approval. Caltrans is the lead state agency in charge of the SHS and is mandated to protect its right-of-way for the benefit of the state. Early and adequate coordination with Caltrans Divisions, Districts, and functional units is necessary for meeting project goals and schedules.

### 1.3 GENERAL INFORMATION

#### 1.3.1 Definition of Terms

Authority	California High-Speed Rail Authority
Caltrans	California Department of Transportation
CHSTP	California High-Speed Train Project
CROW	Caltrans Right of Way
DoD	Caltrans Division of Design
DoPM	Caltrans Division of Project Management
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
PA&ED	Project Approval and Environmental Document
PDPM	Project Development Procedures Manual (Caltrans)
PDS	Project Development Services
PDT	Project Development Team
PEER	Permit Evaluation Engineering Report
PID	Project Initiation Document
PM	Project Manager
PMT	Program Management Team
PR	Project Report
PSR	Project Study Report
RC	Regional Consultant
SFP	Single Focal Points
SHS	State Highway System

#### 1.3.2 Units

The California High-Speed Train Project is based on U.S. Customary Units consistent with guidelines prepared by the California Department of Transportation and defined by the National Institute of Standards and Technology (NIST). U.S. Customary Units are officially used in the

United States, and are also known in the U.S. as “English” or “Imperial” units. In order to avoid confusion, all formal references to units of measure should be made in terms of U.S. Customary Units.

Guidance for units of measure terminology, values, and conversions can be found in the Caltrans Metric Program Transitional Plan, Appendix B U.S. Customary General Primer (<http://www.dot.ca.gov/hq/oppd/metric/TransitionPlan/Appendice-B-US-Customary-General-Primer.pdf>). Caltrans Metric Program Transitional Plan, Appendix B can also be found as an attachment to the CHSTP Mapping and Survey Technical Memorandum.

## **2.0 MASTER AGREEMENT**

### **2.1 SUMMARY**

In November 2009, Caltrans and the Authority entered into an agreement to cooperate, coordinate, minimize duplication of effort, and streamline the project-specific environmental review process for the portions of the CHSTP within Caltrans Right of Way (CROW). Under this agreement Caltrans will perform and be fully reimbursed by the Authority for “Oversight” of all work performed by the Authority for the portions of the CHSTP located in CROW. The Master Agreement defines “Oversight” as “a series of necessary reviews by Caltrans on Work performed by the Authority to ensure that it is being performed according to Caltrans Standards.” (Caltrans Standards in this context refers to technical requirements and content, not specific form or format.)

The agreement also anticipates the Authority requesting Caltrans to perform Project Development Services (PDS) consisting of technical support, and potentially including up to 30% Preliminary Engineering, for existing Caltrans structures that will require modification or replacement in building the CHSTP. All such additional services will be covered by separate Supplemental Agreements between the Authority and the District providing the services.

The Master Agreement spells out the Scope of Caltrans’ services, which are currently limited to the Project Approval and Environmental Document (PA&ED) phase, roles and responsibilities of the Parties, performance requirements, cost reimbursement, and other provisions related to Caltrans’ services.

The Parties (Authority and Caltrans) have agreed to develop an amendment to the Master Agreement that will address Caltrans’ role during final design, right-of-way acquisition, and construction phases of the Project.

## **3.0 CALTRANS APPROVAL PROCESS**

### **3.1 GENERAL**

It is anticipated that the alignment for the CHSTP will encroach on the SHS at multiple locations along its route. Although details of such locations are still preliminary, it is expected that these locations will span multiple Districts. Figure 1 shows the current CHSTP alignment and Caltrans District boundaries. (Note: While not shown in Figure 1, the Master Agreement also covers Caltrans’ Overview and PDS services for the Altamont Corridor Rail Project between San Jose and Stockton, which falls within Districts 4 and 10.) Through its PDPM, Caltrans has developed a structured approval process that delegates the overall project approval to its Districts. Projects are first analyzed through a Project Initiation Document (PID, also referred to as Project Study Report or PSR).

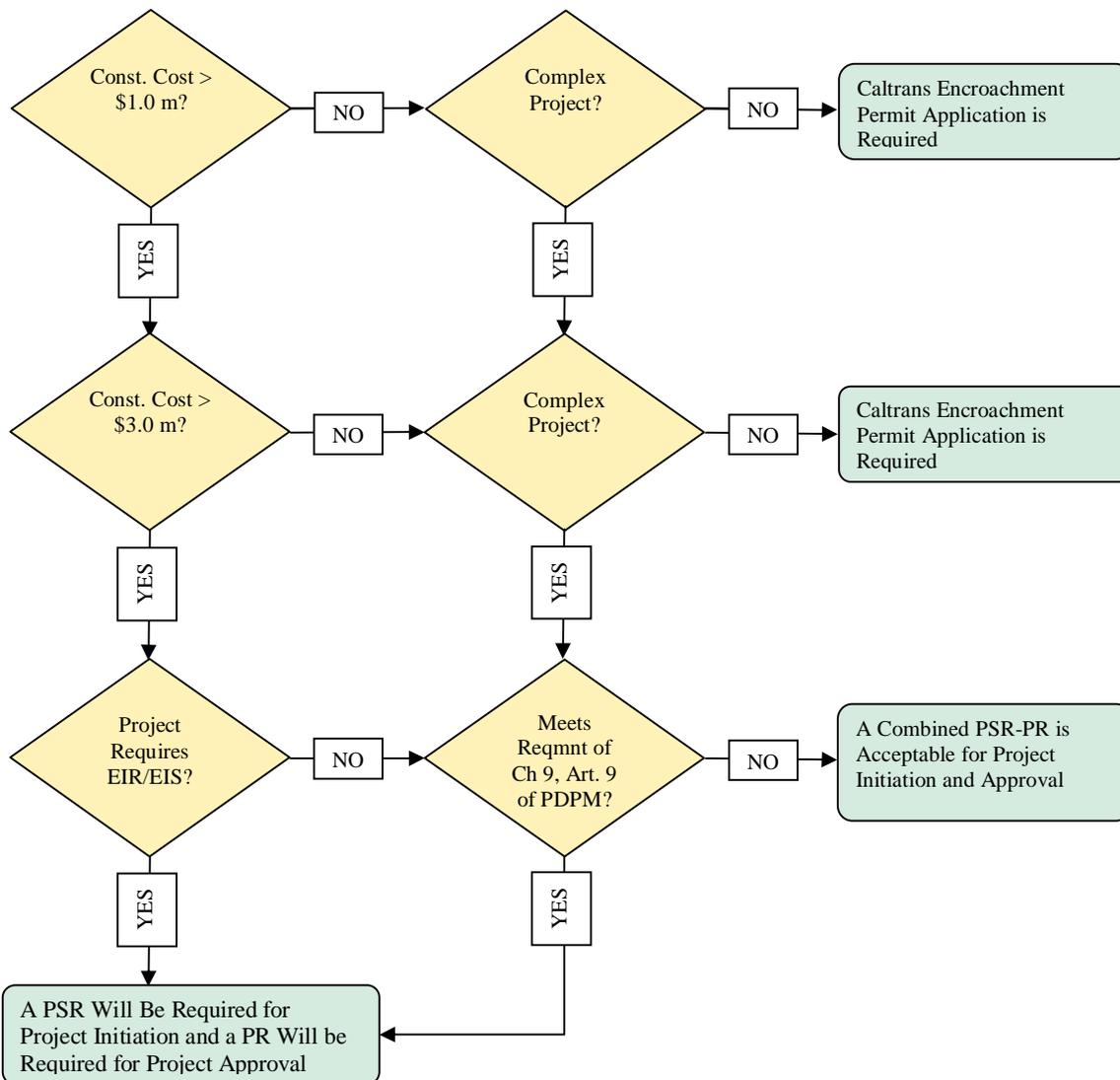
For highway projects funded through the state, this document is necessary before any funding can be set aside for the project. Further detailed engineering analysis of the project will be required during the environmental phase of projects. This detailed engineering study completes the preliminary engineering phase of the project and is referred to as a Project Report (PR).

### 3.2 REQUIREMENTS OF PDPM

Each District is responsible for the approval of projects that impact the SHS within its boundaries. With the complexities and anticipated cost of impacts by the CHSTP to the SHS, it is expected that separate PSRs and PRs will have to be submitted to Caltrans for approval in each CHSTP section. Approval of PSRs and PRs has been delegated to the District Directors. Each CHSTP Regional Manager (or his/her designee) will be responsible for overseeing and coordinating the preparation of the PIDs, PSRs and PRs required to obtain Caltrans approval of proposed encroachments and proposed structures to be built or modified in CROW within each CHSTP section.

The probable permit process that the CHSTP will most likely encounter is depicted in the flow chart below:

#### CALTRANS PERMIT PROCESS



## 4.0 Summary and Recommendations

In order to coordinate and streamline the approval process by Caltrans for encroachment on the SHS, it is recommended that:

**1. Both parties identify primary contacts within each CHSTP Section**

Caltrans appointed Mr. Jess Avila as their state-wide HSRA Coordinator. Each of the Caltrans Districts will have named individuals assigned to interface with the Authority's designated Regional staffs. The Authority's Chief Deputy Executive Director (Ms Carrie Pourvahidi) and the PMT's Deputy Program Manager (Mr. John Harrison) will direct the CHSTP staff and consultants' coordination efforts to carry out the scope of the Master Agreement. A list of Authority and Caltrans contacts is included below.

**2. Follow the Caltrans process for project approval, as described in Caltrans PDPM**

This is the most familiar path to Caltrans for project approval and their familiarity with it would help expedite the overall project approval. It is recommended that design staff working on the CHSTP become familiar with this manual and be expected to follow it. Technical memorandums that may become applicable in the SHS should require the designer to follow this and other Caltrans manual.

**3. Identify at the earliest practical time, any and all impacts to freeway interchanges**

Impacts to these facilities will require coordination with the California Transportation Commission and Federal Highway Administration. Should relinquishment or vacation of State Highway right-of-way be required, approval from these agencies will be necessary.

**4. Set up meetings with all District Directors or their representatives.**

These meeting will introduce the project to all the impacted Districts and will lay the groundwork for their further involvement. The Caltrans Project Manager assigned within each CHSTP section as well as the designated representative of the Authority within each Regional office should meet regularly to coordinate Caltrans' Oversight and PDS services in each Project section.

**5. Identify Project Development Teams (PDTs) for this Project.**

Generally, Caltrans projects span only one District and the PDT is comprised of members of one District. In the case of the CHSTP where multiple Districts are impacted, the composition of the PDTs needs to have representation from each impacted District within each Project section. (A single Caltrans Project Manager in each Project section will represent and coordinate the Work in the Districts impacted in that section.)

**6. The Master Agreement will guide both Parties' Work**

The Master Agreement is a legally binding document that commits both parties to the terms of the agreement. The intent of the Master Agreement and future proposed amendments is to allow the Authority to follow the same procedures (technical and administrative) with all Districts that address:

- a) The extent of oversight to be provided for Caltrans during all phases of the project.
- b) Financial responsibility of the Authority and Caltrans for all oversight effort.
- c) Post-construction responsibility of the Authority and Caltrans.

**7. ProjectSolve2 site will be used to post and share documents with Caltrans**

A ProjectSolve site has been set up with the following address:

<https://WW3.projectsolve2.com/eRoom/SFOF2/CHSTP-Caltrans>

Refer questions/problems accessing this site to Adwoa Quansah at 415-243-4741.

## 5.0 Caltrans and Authority Contacts

Listed below are Caltrans Lead District PMs assigned to work with CHSRA Regional Managers

- **San Francisco to San Jose** - Ron Moriguchi, [ron\\_moriguchi@dot.ca.gov](mailto:ron_moriguchi@dot.ca.gov) (510) 286-5073, cell: (510) 715-9043
- **San Jose to Merced, Merced to Sacramento, and the Altamont Corridor** - Grace Magsayo, [grace\\_magsayo@dot.ca.gov](mailto:grace_magsayo@dot.ca.gov) (209) 948-7976
- **Merced to Fresno, Fresno to Bakersfield, and Bakersfield to Palmdale** - Garth Fernandez, [garth\\_fernandez@dot.ca.gov](mailto:garth_fernandez@dot.ca.gov) (559) 243-8012, cell (559) 978-3113
- **Palmdale to Los Angeles and Los Angeles to Anaheim** - Reza Fateh, [reza\\_fateh@dot.ca.gov](mailto:reza_fateh@dot.ca.gov) (213) 897-8316, cell: (213) 792-3252
- **Los Angeles to San Diego** - Sam Amen, [sam\\_amen@dot.ca.gov](mailto:sam_amen@dot.ca.gov) (619) 718-7835, cell: (619) 606-3485

The Lead District PM's basic role is to coordinate the following efforts within his/her respective HST Project Section(s): PID development and review, PR development and review, 15% & 30% design development and review, HST Project Section work plan for budget and resource needs, HST Project-Level Environmental document review.

### Other Caltrans District Contacts

Listed below are the Caltrans Project Managers and Single Focal Points (SFP) for each District involved with the HST Projects. Also listed are the Caltrans statewide coordinator and Division of Design (DoD) Design Coordinator.

The essential role of the Project Managers (PM) is to manage the oversight of the HST Projects, and the SFP supervise PMs. The DoD Design Coordinator deals with design standard consistency.

#### District 03

PM - Robert Nguyen [robert\\_nguyen@dot.ca.gov](mailto:robert_nguyen@dot.ca.gov) (916) 274-0653, cell: (916) 825-8409,  
SFP - Gary Sidhu [gary\\_sidhu@dot.ca.gov](mailto:gary_sidhu@dot.ca.gov) (530) 740-4846, cell (916) 826-6052

#### District 10

PM - Grace Magsayo [grace\\_magsayo@dot.ca.gov](mailto:grace_magsayo@dot.ca.gov) (209) 948-7976, SFP - Dinah Bortner [dinah\\_bortner@dot.ca.gov](mailto:dinah_bortner@dot.ca.gov)

#### District 5, 6

PM - Garth Fernandez [garth\\_fernandez@dot.ca.gov](mailto:garth_fernandez@dot.ca.gov) (559) 243-8012, cell (559) 978-3113  
SFO - Nabeelah Hanif [nabeelah\\_hanif@dot.ca.gov](mailto:nabeelah_hanif@dot.ca.gov) (559) 243-3420, cell: (559) 906-2219

#### District 4

PM - Ron Moriguchi [ron\\_moriguchi@dot.ca.gov](mailto:ron_moriguchi@dot.ca.gov) (510) 286-5073, cell: (510) 715-9043  
SFP - Stewart D Ng [stewart\\_d\\_ng@dot.ca.gov](mailto:stewart_d_ng@dot.ca.gov) (510) 286-6293, cell: (510) 715-6977

#### District 7

PM - Reza Fateh [reza\\_fateh@dot.ca.gov](mailto:reza_fateh@dot.ca.gov) (213) 897-8316, cell: (213) 792-3252  
SFP – Shirley Choate [shirley\\_choate@dot.ca.gov](mailto:shirley_choate@dot.ca.gov) (213) 897-0691, cell: (530) 604-4949

**District 8**

PM - Joe Meraz [joe\\_meraz@dot.ca.gov](mailto:joe_meraz@dot.ca.gov) (909) 388-7165, cell: (909) 289-5055  
SFP – Basem Muallem [basem\\_muallem@dot.ca.gov](mailto:basem_muallem@dot.ca.gov) (909) 388-7149, cell: (909) 214-5995

**District 11**

PM - Sam Amen [sam\\_amen@dot.ca.gov](mailto:sam_amen@dot.ca.gov) (619) 718-7835, cell: (619) 606-3485  
SFP – Ross Cather [ross\\_cather@dot.ca.gov](mailto:ross_cather@dot.ca.gov) ((619) 688-3633, cell: (858) 518-3405

**District 12**

PM - Lisa Ramsey [lisa\\_ramsey@dot.ca.gov](mailto:lisa_ramsey@dot.ca.gov) (949) 742-2102, cell: (949) 279-8867  
SFP - Adnan Maiah [adnan\\_maiah@dot.ca.gov](mailto:adnan_maiah@dot.ca.gov) (949) 724-2089, cell: (949) 279-9364

**Caltrans corporate contacts:**

HSRA Statewide Coordinator

Jess Avila [jess\\_avila@dot.ca.gov](mailto:jess_avila@dot.ca.gov) (916) 227-9848, cell: (916) 261-4909

Division of Design - Design Coordinator

Jim Deluca [jim\\_deluca@dot.ca.gov](mailto:jim_deluca@dot.ca.gov) (916) 653-4067

**Listed below are the Authority's corporate and Regional Managers, engineering leads, and Regional Consultant points of contact**

Deputy Executive Director

Carrie Pourvahidi [cpourvahidi@hsr.ca.gov](mailto:cpourvahidi@hsr.ca.gov) (916) 322-1422

Deputy Program Director/Caltrans Master Agreement Liaison

John Harrison [harrison@pbworld.com](mailto:harrison@pbworld.com) (916) 384-1469, cell: (916) 396-1769

**San Francisco-San Jose**

Regional Manager - Dominic Spaethling [spaethling@pbworld.com](mailto:spaethling@pbworld.com) (415)-243-4789

Engineering Lead – Johnny Kuo [kuojo@pbworld.com](mailto:kuojo@pbworld.com) (415)-243-4683

Regional Consultant Project Manager - Tim Cobb [tcobb@hntb.com](mailto:tcobb@hntb.com) (510) 587-8607

Regional Design Team Eng. Manager - John Litzinger [jitzinger@hntb.com](mailto:jitzinger@hntb.com) (408) 718-0343

**San Jose-Merced**

Regional Manager - Gary Kennerley [kennerley@pbworld.com](mailto:kennerley@pbworld.com) (415) 243-4609

Engineering Lead – Moises Gutierrez [gutierrezm@pbworld.com](mailto:gutierrezm@pbworld.com) (415)243-4631

Regional Consultant PM- Dave Mansen [dave.mansen@parsons.com](mailto:dave.mansen@parsons.com) (415) 490-2496

Regional Design Team Eng. Manager- Gene Allen [gene.allen@parsons.com](mailto:gene.allen@parsons.com) (702) 449-8503

**Merced-Fresno**

Regional Manager - Peter Valentine [valentine@pbworld.com](mailto:valentine@pbworld.com) (916) 324-9518

Engineering Lead- Wai Siu [siuw@pbworld.com](mailto:siuw@pbworld.com) (916) 384-1468

Regional Consultant Project Manager – Ken Sislak [kenneth.sislak@AECOM.com](mailto:kenneth.sislak@AECOM.com) (216) 910-1926

Regional Design Team Eng. Manager – Alan Boone [alan.boone@aecom.com](mailto:alan.boone@aecom.com) (916) 567-8064

**Fresno-Bakersfield**

Regional Manager - Tom Tracy [tracyt@pbworld.com](mailto:tracyt@pbworld.com) (916) 384-9533

Engineering Lead- Joe Pumhirun [pumhirun@pbworld.com](mailto:pumhirun@pbworld.com) (916) 384-0566

Regional Consultant PM – Bob Schaevitz [bob.schaevitz@urscorp.com](mailto:bob.schaevitz@urscorp.com) (916) 784-3900

Regional Design Team Eng. Manager- Richard Prust [richard.prust@arup.com](mailto:richard.prust@arup.com) (206) 493-2232

**Bakersfield-Palmdale**

Regional Manager - Tom Tracy [tracyt@pbworld.com](mailto:tracyt@pbworld.com) (916) 384-9533

Engineering Lead- Joe Pumhirun [pumhirun@pbworld.com](mailto:pumhirun@pbworld.com) (916) 384-0566

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**Palmdale-Los Angeles**

Regional Manager- Andy Althorp [althorp@pbworld.com](mailto:althorp@pbworld.com) (213) 896-5644  
Engineering Lead- Michael Hawkins [hawkinsm@pbworld.com](mailto:hawkinsm@pbworld.com) (213) 896-5658  
Regional Consultant PM – Dan Tempelis [Daniel.tempelis@hatchmott.com](mailto:Daniel.tempelis@hatchmott.com) (818) 783-6130  
Regional Design Team Eng. Manager- John Hawley [john.hawley@hatchmott.com](mailto:john.hawley@hatchmott.com) (408)456-8175

**Los Angeles-Anaheim**

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Regional Consultant PM – Dave Thomson [david.thomson@stvinc.com](mailto:david.thomson@stvinc.com) (909) 694-2944  
Regional Design Team Eng. Manager- KT Su

**Los Angeles-San Diego**

Regional Manager - Jose Martinez [jmartinez@cordobacorp.com](mailto:jmartinez@cordobacorp.com) (714) 558-6124  
Engineering Lead- Angel Iraheta (714) 558-6124  
Regional Consultant Project Manager – Mike Zdon [mzdon@hntb.com](mailto:mzdon@hntb.com) (619) 684-6567  
Regional Design Team Eng. Manager- Dana Hook [dhook@hntb.com](mailto:dhook@hntb.com) (206) 406-8431

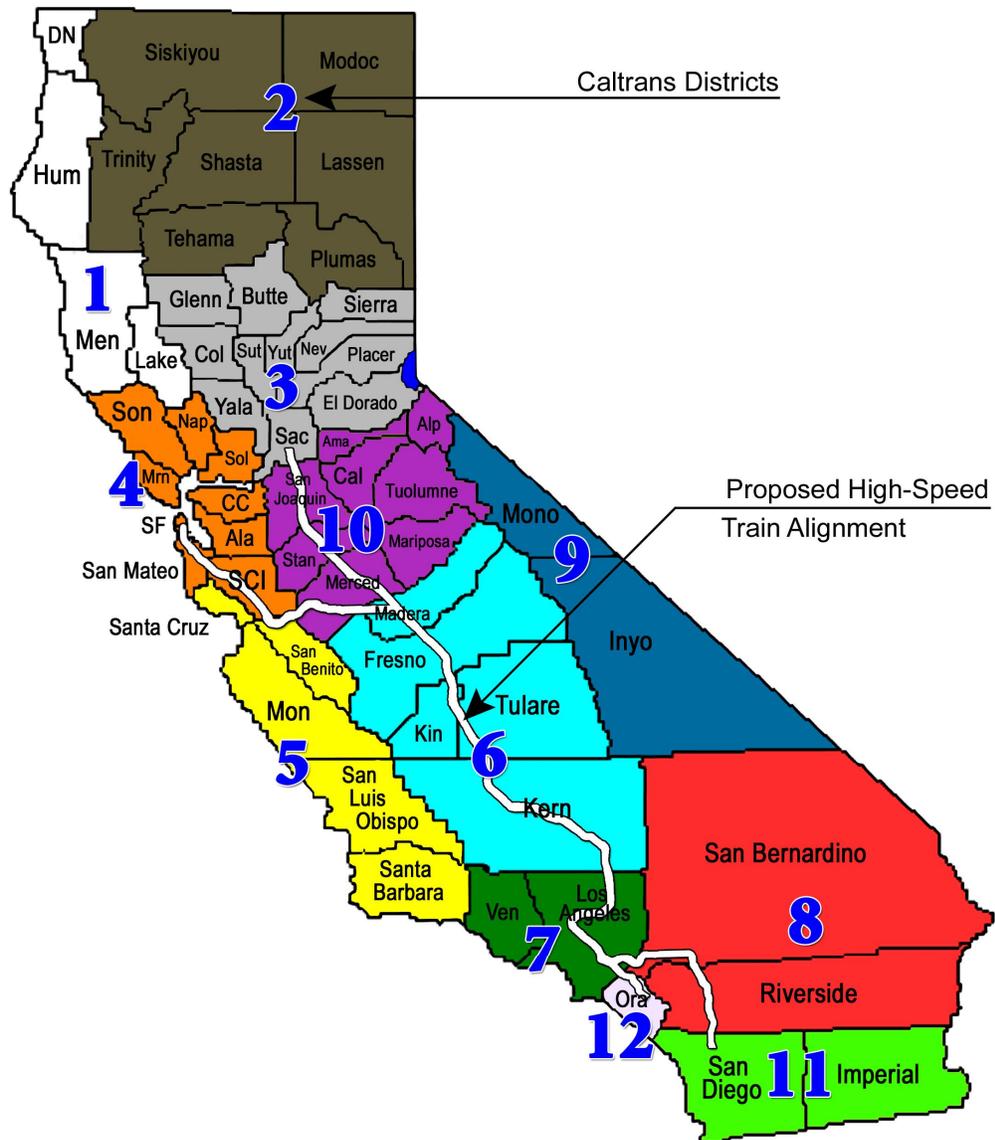
**Merced-Sacramento**

Regional Manager - Peter Valentine [valentine@pbworld.com](mailto:valentine@pbworld.com) (916) 324-9518  
Engineering Lead- Wai Siu [siuw@pbworld.com](mailto:siuw@pbworld.com) (916) 384-1468  
Regional Consultant Project Manager – Ken Sislak [kenneth.sislak@AECOM.com](mailto:kenneth.sislak@AECOM.com) (216) 910-1926  
Regional Design Team Eng. Manager – Alan Boone [alan.boone@aecom.com](mailto:alan.boone@aecom.com) (916) 567-8064

**Altamont Corridor Rail Project**

Regional Manager - John Harrison [Harrison@pbworld.com](mailto:Harrison@pbworld.com) (916) 384-1469  
Regional Consultant Project Manager – Brent Ogden [brent.ogden@aecom.com](mailto:brent.ogden@aecom.com) (510) 622-6604  
Regional Consultant Deputy Manager – Robert Hertz [robert.hertz@aecom.com](mailto:robert.hertz@aecom.com) (303) 376-2940

FIGURE 1



California High-Speed Train Project and Interaction with Caltrans Districts

## **Appendix A Master Agreement for High-Speed Train System Project Development within Caltrans Right of Way**

**MASTER AGREEMENT**  
**for**  
**HIGH-SPEED TRAIN SYSTEM PROJECT DEVELOPMENT**  
**WITHIN CALTRANS RIGHT OF WAY**

This MASTER entered into and effective upon execution is between the California Department of Transportation, a California state agency, referred to as CALTRANS, and the California High-Speed Rail Authority, a California state agency, referred to as AUTHORITY.

**Recitals**

1. AUTHORITY was authorized by legislation enacted in 1996. The AUTHORITY is responsible for planning, construction and operation of high speed train systems, including without limitation an electric-powered, steel-wheel-on-steel-rail High-Speed Train System (HSTS) capable of operating speeds up to 200 mph on mostly dedicated, fully grade-separated tracks, with state-of-the-art safety, signaling, and automated train control systems. The proposed funding consists of state, federal, local and private sources.
2. HSTS is proposed to cross the CALTRANS right of way (CROW) in numerous locations. CALTRANS will perform, at AUTHORITY's expense, the necessary OVERSIGHT needed to fulfill its owner/operator responsibilities on WORK performed by AUTHORITY to ensure that WORK performed is in accordance with CALTRANS STANDARDS.
3. AUTHORITY and CALTRANS, herein after referred to as PARTIES, desire and intend to cooperate, to coordinate, to avoid duplication to the extent feasible and to streamline the project environmental review process for the portions of the HSTPS within CROW.
4. CALTRANS will perform OVERSIGHT on all work performed by the AUTHORITY for locating some portion of the HSTPS within CROW to the extent appropriate and permitted by law. It is the responsibility of AUTHORITY to submit to CALTRANS all WORK performed by AUTHORITY, in order for CALTRANS to perform OVERSIGHT on it. To initiate OVERSIGHT of WORK within CROW, AUTHORITY will submit a written notice to the appropriate District or Regional CALTRANS contact person, at least thirty (30) calendar days in advance of required services, notifying CALTRANS of the specific location where WORK will commence within CROW.
5. AUTHORITY may request CALTRANS to perform additional services beyond those of OVERSIGHT, hereinafter referred to as project development services (PDS), necessary for developing and constructing HSTPS within CROW. In all instances where AUTHORITY desires CALTRANS to perform PDS for HSTPS within CROW, PARTIES will utilize and execute SUPPLEMENT, identifying the PDS, the expense associated with it, and the mode of payment, along with other terms and

conditions necessary for the completion of PDS. In such situations, CALTRANS shall act as a consultant to AUTHORITY and shall perform the activities in accordance with the terms agreed to by PARTIES under this MASTER.

6. PARTIES agree that all direct and indirect costs resulting from CALTRANS' provision of OVERSIGHT and/or PDS will be reimbursed by AUTHORITY in the manner set forth herein or in SUPPLEMENT(S), as the case may be.
7. This MASTER is limited to WORK associated with developing and completing PA&ED. PARTIES agree to commence the development of an amendment to this MASTER or a new MASTER(S) on or before January 4, 2010, which will include the final design, right of way and construction components.
8. Capitalized words represent acronyms or terms defined under the Definitions and Acronyms section of MASTER.
9. SUPPLEMENT(S) shall identify individual activities for the performance of PDS.
10. PARTIES herein retroactively authorize, and agree to reimburse WORK activities performed up to the date of execution of MASTER.

#### **Applicability**

11. This MASTER will only apply to WORK being performed within CROW.
12. All sections of this MASTER including the Recitals are legally enforceable.
13. A SUPPLEMENT is necessary when AUTHORITY requests in writing and CALTRANS agrees to perform PDS for HSTS within CROW.
14. Upon execution of a SUPPLEMENT, all the relevant terms and conditions of MASTER will be fully incorporated into the SUPPLEMENT except as may otherwise be provided in the SUPPLEMENT.
15. In the event of a conflict between MASTER and SUPPLEMENT, SUPPLEMENT will prevail.
16. Federal Railroad Administration (FRA) will be NEPA lead agency for PROJECT.
17. AUTHORITY will be CEQA lead agency for PROJECT.
18. CALTRANS will be a CEQA responsible agency for PROJECT.
19. AUTHORITY and FRA have completed a Programmatic EIR/EIS for PROJECT. AUTHORITY and FRA are preparing appropriate project-level environmental documentation for each HSTPS, including HSTPS within CROW.

20. PARTIES agree that a Request for Proposals (RFP) for final design and construction in CROW will not be issued until there exists an executed Master Agreement addressing post NOD/ROD work.

### **Definitions and Acronyms**

**AUTHORITY**- California High-Speed Rail Authority and any successor thereto pursuant to law.

**AUTHORITY STANDARDS** – Guidelines, policies, procedures and practices, including standard and directive drawings provided by AUTHORITY for work on HSTPS.

**CALTRANS** – California Department of Transportation

**CALTRANS STANDARDS** – CALTRANS policies, practices and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>

**CEQA (California Environmental Quality Act)** – The California Public Resources Code, sections 21000 et seq. which requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CROW (Caltrans Right of Way)** – State Right of Way for the State Highway System

**EIR** (Environmental Impact Report)

**EIS** (Environmental Impact Statement)

**FHWA (Federal Highway Administration)**

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

**FRA (Federal Railroad Administration)**

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that requires removal and disposal pursuant to federal or state law whether or not it is disturbed by PROJECT.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**HSTS- (High Speed Train System)**

**HSTPS (High Speed Train Project Section)** – Any high-speed train project under the jurisdiction of the AUTHORITY involving CROW along the corridors referenced in Streets and Highways Code section 2704.04 subd. (b).

**MASTER** – The agreement that consolidates all the general and specific terms and conditions that are applicable to WORK.

**NEPA (National Environmental Policy Act)** – The federal act of 1969 that established a national policy for the environment and a process to disclose the adverse impacts of projects including federal action.

**OVERSIGHT** – A series of necessary reviews by CALTRANS on WORK performed by AUTHORITY to ensure that it is being performed according to CALTRANS STANDARDS.

**PARTY(IES)** – The term that refers to one or both signatory agencies to this agreement.

**PA&ED (Project Approval and Environmental Document)** – Approval by CALTRANS of a PROJECT REPORT for each HSTPS in CROW that involves a related environmental document (ED) and would be issued subsequent to an AUTHORITY decision and Notice of Determination (NOD) and a related FRA Record of Decision (ROD)) for HSTPS involving CROW.

**PDS (Project Development Services)** – Work performed by CALTRANS for HSTS within CROW, that is requested by AUTHORITY and is beyond that of OVERSIGHT. Such services may only be performed after PARTIES execute a SUPPLEMENT.

**PID (Project Initiation Document)** – The document developed by AUTHORITY, to be updated annually, describing the scope, schedule, preliminary information on alternatives, impacts and potential mitigation, and any other pertinent information necessary for each HSTPS within CROW. The PID will be used by CALTRANS to determine future levels of OVERSIGHT and PDS costs necessary to support AUTHORITY'S fiscal budget requirements.

**PROJECT** – See HSTPS.

**PROJECT REPORT** – Is the authorizing document that provides AUTHORITY Project Approval (PA) by CALTRANS of HSTPS within CROW, which must be approved by CALTRANS and signed by a Civil Engineer, registered in the State of California.

**SCOPE SUMMARY** – The table attached to each SUPPLEMENT where PARTIES designate which specific scope activities CALTRANS will be performing as PDS.

**SUPPLEMENT (Supplemental Agreement)** – The agreement that establishes a CALTRANS' commitment to perform PDS for HSTS within CROW as requested by AUTHORITY and agreed to by CALTRANS. The SUPPLEMENT can document specific PDS related facts including location, scope, schedule, billing arrangements, the assignment of a unique Supplemental Agreement number, and any other pertinent commitments or expectations. PARTIES must execute a SUPPLEMENT before PDS may commence.

**WORK** – The effort by PARTIES to perform all scope commitments related to HSTPS within or affecting CROW under an agreement; namely, the work performed by AUTHORITY under this MASTER related to PA&ED for HSTPS within or affecting CROW and subsequent work under additional agreements to develop and construct HSTPS within or affecting CROW and PDS performed by CALTRANS for the same.

**Scope I  
General**

21. WORK will be performed in accordance with applicable CALTRANS STANDARDS, AUTHORITY STANDARDS, California Public Utilities Commission and FHWA STANDARDS. In case of conflict or incompatibility between the above standards, PARTIES will meet and confer in good-faith to arrive at a resolution of such conflict.  
  
CALTRANS retains the right to take appropriate action, or to require the AUTHORITY to take appropriate action, to protect public safety and to preserve property rights during performance of WORK, and to ensure that all work for HSTPS within and affecting CROW meets the needs of the state highway system.
22. CALTRANS STANDARDS not currently in place at the time of execution of MASTER can only be incorporated upon mutual agreement, unless mandated by law or safety.
23. AUTHORITY will provide to CALTRANS a PID for each HSTPS prior to the development of the Alternatives Analysis, or within one hundred and twenty (120) days after execution of MASTER if an Alternatives Analysis is already completed for any HSTPS.
24. CALTRANS will provide OVERSIGHT of WORK identified by a written notice as specified under Recital 4.
25. CALTRANS' funds will not be used to finance any capital or support costs for PDS and OVERSIGHT except as set forth in the MASTER and/or SUPPLEMENT.
26. Each PARTY will ensure that its staff, consultants, contractors or agents participating in WORK are appropriately qualified to perform the tasks assigned to them.
27. PARTIES will invite each other to participate in the selection of any consultants who participate in WORK.
28. AUTHORITY will make available its consultant or responsible agent to help resolve WORK-related problems resulting from WORK performed for PA&ED by said consultant or responsible agent.
29. CALTRANS will issue, upon proper application and at no cost to AUTHORITY, or its agents, an encroachment permit required for WORK within CROW.

It is understood that AUTHORITY, its agents, and any other person seeking to do work for which an encroachment permit is required, must obtain an encroachment permit issued in their name, prior to performing any WORK within CROW.

30. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, AUTHORITY will notify CALTRANS within twenty four (24) hours. All activities in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved by CALTRANS for its removal or protection.
31. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the project will be held in confidence.

PARTIES will not, without the written consent of the PARTY authorized to release them, distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK. If one PARTY receives a subpoena that relates to the other PARTY'S records, the PARTIES will confer immediately.

32. If any PARTY receives a request pursuant to the California Public Records Act ("CPRA"; Government Code sections 6250 et seq.) pertaining to WORK, that PARTY will notify the other PARTY within five (5) business days of receipt and make the other PARTY aware of any potentially-disclosable public records. No records will be disclosed prior to the time a response is required pursuant to the CPRA in order to allow the PARTIES to consult with one another regarding the request. If a basis for doing so exists, the party receiving the request will implement the up-to-14-day extension described in Government Code section 6253, subdivision (c).

In the event a record provided by one party (the "providing party") to the other party (the "receiving party") is the subject of a CPRA request directed to the receiving party, the receiving party, following the above-referenced consultation with providing party, shall withhold the record from disclosure if the providing party determines that the record is not subject to disclosure and provided the record is one that the receiving party has agreed to treat as confidential pursuant to Government Code section 6254.5, subd. (e). In the event the requestor initiates litigation against the receiving party, the receiving party shall allow the providing party to assume the defense of the litigation, and the providing party shall assume said defense, and the providing party shall bear the costs of defense of the litigation and shall be responsible for any costs or attorney fees awarded to the requestor.

33. If HM-1 or HM-2 is found during WORK, AUTHORITY will immediately notify CALTRANS.

34. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing CROW. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
35. This agreement does not impose any responsibility on CALTRANS if HM-1 is found outside of existing CROW.
36. If HM-2 is found within existing CROW affected by HSTPS as a result of WORK, AUTHORITY will perform, or have performed, necessary HM-2 MANAGEMENT ACTIVITIES. This agreement does not impose any responsibility on CALTRANS if HM-2 is found outside of existing CROW and is affected by HSTPS.
37. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
38. PARTIES will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and agreements as those commitments and conditions apply to each PARTY's responsibilities in the MASTER and, if applicable, the SUPPLEMENT.
39. PARTIES will confer on any claim that may affect WORK or PARTIES' liability or responsibility under the MASTER and/or SUPPLEMENT. No PARTY shall prejudice the rights of another PARTY until after PARTIES confer on claim.
40. PARTIES will maintain and make available to each other all WORK-related documents related to costs of performing work, including financial data (with the exception of source documentation) and retain those records for four (4) years from the completion of WORK, or three (3) years after the final federal voucher, whichever is later. Source documentation, including invoices and timesheets will be maintained for a period of no less than four (4) and no longer than five (5) years from the date of the original expenditure.
41. PARTIES agree that each has the right to audit the other in accordance with generally accepted governmental audit standards regarding performance of WORK.

CALTRANS, the State auditor, FHWA, FRA and AUTHORITY will have access to all WORK-related records of each PARTY as necessary for purposes of audit, examination, excerpt, or transaction related to the performance of WORK.

The examination of any records will take place in the offices and locations where said records are kept and will be accomplished during reasonable hours of operation.

The audited PARTY will review the preliminary audit, findings, and recommendations, and provide written comments within forty (40) business days of receipt.

Any audit dispute not resolved by PARTIES is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within twenty (20) business days of the final audit or dispute resolution findings.

42. If WORK stops for any reason, AUTHORITY will take such steps as are necessary to place all CALTRANS facilities within CROW impacted by WORK in a safe and operable condition acceptable to CALTRANS.
43. If CALTRANS for any reason does not complete the PDS undertaken under a SUPPLEMENT, it shall return to AUTHORITY any unencumbered funds paid towards that PDS. This provision does not constitute a waiver by AUTHORITY of any claims it may have against CALTRANS arising from any such failure on the part of CALTRANS to complete PDS.
44. If WORK stops for any reason at any location, and if AUTHORITY is still obligated to implement all applicable commitments and conditions included in the environmental documentation, permits, agreements, and/or approvals that are in effect at the time WORK stops, AUTHORITY will take such steps as are necessary in order to provide and maintain environmental compliance until WORK resumes.
45. If during the performance of WORK, either PARTY determines that additional activities or environmental documentation is necessary to provide or maintain environmental compliance for the HSTPS within or affecting CROW, AUTHORITY will prepare, or cause to be prepared, the appropriate environmental documentation, including performance of any additional activities to ensure environmental compliance.
46. AUTHORITY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for each HSTPS within or affecting CROW, unless otherwise set forth in the SUPPLEMENT. AUTHORITY will request CALTRANS' review and comment on those portions of the permits, agreements and/or approvals that affect CROW or apply to HSTPS within CROW. AUTHORITY and CALTRANS will cooperate in good-faith to resolve CALTRANS comments. PARTIES acknowledge that CALTRANS, as the owner operator of CROW, has the final authority to accept the terms and conditions of the permit(s), agreement(s) and approval(s) that affect CROW. AUTHORITY, unless otherwise set forth in SUPPLEMENT, will submit the applications to the appropriate regulatory agencies.
47. AUTHORITY will coordinate and obtain the regulatory agency permits, agreements, and/or approvals which are necessary for WORK, unless otherwise set forth in SUPPLEMENT.
48. AUTHORITY will implement and comply with all regulatory agency permits, agreements, and/or approvals for WORK, unless otherwise set forth in the SUPPLEMENT.
49. AUTHORITY will reimburse CALTRANS for all work necessary to modify existing CALTRANS interests, whether in the planning, environmental, design, construction

or maintenance stages, in order to accommodate HSTPS within CROW, unless otherwise set forth in the SUPPLEMENT.

**Scope II  
(PA&ED)**

50. AUTHORITY, as the CEQA lead agency, will determine the type of project-level environmental documentation required, for each HSTPS.
51. For the purposes of NEPA, AUTHORITY will work with FRA to encourage FRA, as appropriate, to invite FHWA and CALTRANS to be cooperating agencies on PROJECT for purposes of the project-level environmental documentation for each HSTPS involving CROW.
52. AUTHORITY will prepare the project-level environmental documentation for each HSTPS, including the investigative studies and technical environmental reports, to meet CEQA requirements as well as any applicable federal or state environmental law(s), regulation(s), or executive order(s). In addition, AUTHORITY must address noise impacts caused by any changes in the vertical or horizontal alignment of a CALTRANS roadway due to HSTPS within or affecting CROW by following the Caltrans Traffic Noise Analysis Protocol (August 2006). To the extent that HSTPS is within or affects CROW, AUTHORITY must meet CALTRANS' Storm Water requirements as set forth in the following: CALTRANS' Construction General Permit of July 1, 2010; MS-4 NPDES; Storm Water Management Plan and Storm Water Quality Handbook – Project Planning and Design Guide, dated May 2007.
53. AUTHORITY will provide to CALTRANS for review and comment the portions of project-level environmental documentation relevant to CROW for each HSTPS, including the investigative studies and technical environmental reports, prior to the public availability of the Alternative Analysis; Draft EIR/EIS; and Final EIR/EIS.

CALTRANS will review and comment on the effects within and to CROW. The purpose of the CALTRANS review and comment is to provide for environmental documentation sufficient for CALTRANS' approval action as a CEQA responsible agency and NEPA cooperating agency (if applicable), and to ensure that the HSTPS within or affecting CROW does not conflict with CALTRANS' owner-operator responsibilities. CALTRANS will be reviewing the documents for an equivalent level of environmental analysis appropriate to the HSTPS within or affecting CROW as the CALTRANS' EIR/EIS annotated outline found on the forms and template page of the Standard Environmental Reference (<http://www.dot.ca.gov/ser/forms.htm>).

AUTHORITY and CALTRANS will cooperate in good-faith to resolve CALTRANS' substantive concerns. The AUTHORITY will allow a reasonable amount of time for CALTRANS' review. The PARTIES agree to meet and confer regarding the timing of document review and comment.

54. AUTHORITY will provide the project-level plan sheets for each HSTPS within CROW, to CALTRANS for CALTRANS' review and comment to assure compliance with applicable CALTRANS STANDARDS prior to the following scheduled milestones: 15% Design and 30% Design.
55. AUTHORITY will prepare a PROJECT REPORT prior to requesting HSTPS approval from CALTRANS.
56. AUTHORITY agrees to make available appropriate qualified personnel to help resolve environmental issues and to ensure that HSTPS to and within CROW remains in environmental compliance.
57. AUTHORITY will consult with CALTRANS regarding all relevant CEQA-related draft public notices and public meeting advertisements prior to publication. AUTHORITY will provide to CALTRANS for review and comment those draft exhibits, handouts, and materials that are prepared for CEQA-related public meetings and relate to HSTPS within or affecting CROW up to ten (10) business days prior to use in a public meeting. CALTRANS will review and provide comment on those portions of the materials that affect or pertain to HSTPS within CROW. AUTHORITY and CALTRANS will cooperate in good-faith to address CALTRANS' substantive comments. If AUTHORITY makes any changes to the materials, other than as requested by CALTRANS, AUTHORITY will allow CALTRANS an opportunity to review and comment prior to the public meeting.
58. AUTHORITY will plan, schedule, prepare and publish required CEQA-related notices, prepare materials for, and host all CEQA-related public meetings for its actions as a lead agency preparing environmental documents for HSTPS within CROW.

**Cost  
General**

59. AUTHORITY will pay one hundred percent (100%) of the actual support costs required for WORK at each location, except as may be provided for in SUPPLEMENT.
60. AUTHORITY will reimburse CALTRANS for all direct and indirect costs incurred to perform PDS and OVERSIGHT required for WORK.
61. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing CROW.
62. This agreement does not impose on CALTRANS any costs related to HM-1 found outside of existing CROW.
63. AUTHORITY will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-2 and resulting from HSTPS WORK within and to existing CROW. This agreement does not impose any responsibility on CALTRANS for HM-2 found outside of existing CROW.
64. The cost of preparing applications and of coordinating, obtaining, complying with, implementing, renewing and/or amending regulatory agency permits, agreements, and/or approvals is a WORK cost to the extent it is performed by CALTRANS.
65. The cost to comply with, and implement the commitments set forth in the environmental documentation is a WORK cost to the extent it is performed by CALTRANS.
66. The cost for the preparation of all environmental documentation and to ensure that HSTPS within CROW remains in environmental compliance is a WORK cost to the extent it is performed by CALTRANS.
67. If a legal challenge under CEQA is filed to a CALTRANS document or decision concerning HSTPS within or affecting CROW, the cost incurred by CALTRANS in that litigation challenge is a WORK cost to the extent it is permitted by law. PARTIES agree to consider a joint litigation defense agreement to the extent that a litigation challenge under CEQA is filed to a CALTRANS document or decision concerning HSTPS within or affecting CROW.
68. The cost to conform WORK to any new or changed applicable CALTRANS STANDARDS is a WORK cost to the extent it is performed by CALTRANS.
69. Fines, interest, or penalties levied against any PARTY will be paid, independent of WORK costs, by the PARTY whose actions or lack of action caused the levy. That PARTY will indemnify and defend the other PARTY.

70. The cost to place CROW in a safe and operable condition and meet all environmental commitments related to HSTPS within CROW is a WORK cost to the extent it is performed by CALTRANS.
71. AUTHORITY is responsible to fund the activities of placing CROW in a safe and operable condition to the extent such activities result from HSTPS WORK within CROW.
72. If WORK stops for any reason, AUTHORITY will continue to be responsible for funding the commitments and conditions included in the environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops.
73. CALTRANS will not administer federal funds for WORK.
74. AUTHORITY will pay invoices within thirty (30) calendar days of receipt of invoice. CALTRANS may stop PDS until CALTRANS has received payments for monthly invoices. The encroachment permits issued to AUTHORITY for the performance of WORK may also be suspended until all arrears of payments for OVERSIGHT expenses are received from AUTHORITY.
75. AUTHORITY accepts responsibility to ensure that full funding for WORK and OVERSIGHT at each location is secured.
76. The cost to maintain CROW affected by HSTPS WORK, is a WORK cost to the extent it is performed by CALTRANS.
77. The cost of any support performed by CALTRANS will include all direct and applicable indirect costs. Indirect costs will be calculated based on the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. Both the Program Functional Rate and the Administration Rate are established as a result of state law and are adjusted annually by CALTRANS.
78. CALTRANS will invoice AUTHORITY for an initial deposit of \$300,000 at least thirty (30) calendar days prior to commencement of OVERSIGHT.

Thereafter, CALTRANS will submit to AUTHORITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTIES agree that WORK is complete for any location, CALTRANS will submit a final accounting for all OVERSIGHT and/or PDS costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the obligations of this MASTER.

79. At locations where CALTRANS is providing PDS for HSTPS within CROW, a deposit will be documented on the SUPPLEMENT. CALTRANS will invoice AUTHORITY for the deposit amount at least thirty (30) calendar days prior to the commencement of PDS.

Thereafter, CALTRANS will submit to AUTHORITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTIES agree that WORK is complete for any location, CALTRANS will submit a final accounting for all costs for WORK performed by CALTRANS. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this MASTER and the SUPPLEMENT.

80. If OVERSIGHT and PDS are being provided at the same location, all expenses will be clearly segregated.
81. This MASTER and SUPPLEMENT(S) are valid and enforceable against the AUTHORITY only if sufficient funds are appropriated by the Legislature in the appropriate fiscal year for the purposes of this MASTER and any SUPPLEMENTS. In addition, this MASTER and SUPPLEMENTS are subject to any additional restriction, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of this MASTER or any SUPPLEMENT in any manner

#### **SCHEDULE**

82. AUTHORITY with the cooperation from CALTRANS will manage the schedule for WORK.

#### **GENERAL CONDITIONS**

83. MASTER and SUPPLEMENT will be understood in accordance with and governed by the Constitution and laws of the State of California. MASTER and SUPPLEMENT will be enforceable in the State of California. Except as provided in Public Utilities Code section 185038, any legal action arising from MASTER or SUPPLEMENT will be filed and maintained in the Superior Court of the county in which the CALTRANS district office providing the services resides or the Superior Court of the county in which the work is being performed.
84. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature and the State Budget Act authority.
85. AUTHORITY will adopt an annual budget, which includes CALTRANS estimated costs associated with OVERSIGHT and PDS for HSTPS within CROW. CALTRANS costs include all documented direct and indirect charges. Each budget will be subject to regular review and revision during the year as appropriate and will contain funds to cover unanticipated efforts to be assigned by AUTHORITY and undertaken by CALTRANS as may be required for each HSTPS.
86. AUTHORITY will prepare and provide to CALTRANS a PID(S) on or before March 1 of each year.

87. Based on the PID(S), CALTRANS will furnish AUTHORITY an estimate for all CALTRANS costs associated with OVERSIGHT and PDS for HSTS within CROW on July 1 of each year. The estimated costs provided by CALTRANS on July 1, will be utilized by AUTHORITY for their following fiscal year budget.
88. CALTRANS will perform the OVERSIGHT and any PDS activities within the budget assigned for that particular fiscal year. Should AUTHORITY fail to allocate sufficient funding, based on the estimate provided by CALTRANS, CALTRANS may stop WORK.
89. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this MASTER or SUPPLEMENT.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this MASTER or SUPPLEMENT.

90. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this MASTER or SUPPLEMENT.

It is understood and agreed that, AUTHORITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this MASTER or SUPPLEMENT.

91. Neither MASTER nor SUPPLEMENT is intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. Neither MASTER nor SUPPLEMENT is intended to affect the legal liability of PARTIES by imposing any standard of care for completing WORK and or OVERSIGHT different from the standards imposed by law. Neither MASTER nor SUPPLEMENT is intended to waive any statutory rights or powers of either PARTY.
92. PARTIES will not assign or attempt to assign agreement obligations to parties not signatory to this MASTER or the SUPPLEMENT without the prior written consent of the non assigning PARTY.

93. Any ambiguity contained in MASTER or SUPPLEMENT will not be interpreted against either PARTY. PARTIES waive the provisions of California Civil Code section 1654.
94. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
95. If any PARTY defaults in their agreement obligations, the non-defaulting PARTY will request in writing that the default be remedied within twenty (20) business days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.
96. PARTIES will first attempt to resolve MASTER and/or SUPPLEMENT disputes at the project team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If no resolution is reached, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of WORK in accordance with the terms of MASTER or SUPPLEMENT. However, if any PARTY stops WORK, the other PARTY may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty five (45) calendar days after filing the written mediation request, whichever occurs first.

Should a civil complaint ensue, the prevailing PARTIES will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under MASTER or SUPPLEMENT or to enforce the provisions of this article including equitable relief.

97. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
98. If any provisions in MASTER or SUPPLEMENT are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from MASTER or SUPPLEMENT.
99. CALTRANS shall be responsible for the professional quality and technical accuracy of any services performed by it under this MASTER or any SUPPLEMENT.
100. All financial, statistical, personal, technical, or other data and information relative to the AUTHORITY's operations, which is designated confidential by the AUTHORITY and made available to CALTRANS in order to carry out this MASTER or any SUPPLEMENT, shall be protected by CALTRANS from unauthorized use and disclosure except as may be required by law. Permission to

disclose information on one occasion or public hearing held by the AUTHORITY relating to this MASTER shall not authorize CALTRANS to further disclose such information or disseminate the same on any other occasion.

CALTRANS shall not comment publicly to the press or any other media regarding this MASTER or the AUTHORITY'S work on the same without AUTHORITY'S written permission, except to the AUTHORITY'S staff, CALTRANS' own personnel involved in the performance of this MASTER or any SUPPLEMENTS, at public hearings, or in response to questions from the Legislature or Governor's office.

CALTRANS shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this MASTER or any SUPPLEMENT without prior review of the contents thereof by the AUTHORITY and receipt of the AUTHORITY'S written permission.

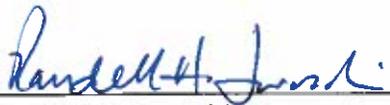
**SIGNATURES**

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

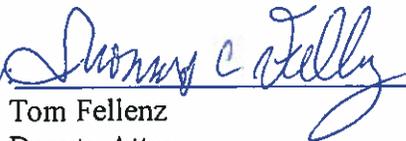
CALIFORNIA HIGH-SPEED RAIL  
AUTHORITY

By:  11-23-09  
Randell H. Iwasaki                      Date  
Director

By:  11-9-09  
Mehdi Morshed                      Date  
Executive Director

Approved As To Form:

Approved As To Form:

By:  11/10/09  
Tom Fellenz  
Deputy Attorney

By:  11/9/09  
George Spanos  
Deputy Attorney General,  
Legal Counsel to the CHSRA

## Appendix B Draft Template for PSR/PID

Dist - Co - Rte - PM  
Program Code  
EA  
Month/Year

**Draft Template for PROJECT STUDY  
REPORT/PROJECT INITIATION DOCUMENT  
(PID)**

**To**

**Request Programming for  
Capital Support  
(Project Approval and Environmental Document  
Phase)**

On Route \_\_\_\_\_

Between \_\_\_\_\_

And \_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
*PROJECT MANAGER*

APPROVED:

\_\_\_\_\_  
*DISTRICT DIRECTOR*

\_\_\_\_\_  
*DATE*

Dist - Co - Rte - PM  
Program Code  
EA  
Month/Year

## Vicinity Map

Show:

- Project limits
- Topographical Features Listed in Report
- North Arrow

On Route \_\_\_\_\_

Between \_\_\_\_\_

And \_\_\_\_\_

Dist - Co - Rte - PM

This Project Study Report/Project Initiation Document (PID) has been prepared under the direction of the following Registered Engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.

---

*REGISTERED CIVIL ENGINEER*

---

*DATE*



# Table of Contents

[When finished editing this document, insert Table of Contents here.  
Go to *Insert > Index and Tables...*]

**1. INTRODUCTION**

Brief Project Description:

[Type description here]

See the Cost estimate for specific work items included in this project.

<b>Project Limits Dist., Co., Rte., PM)</b>	
<b>Number of Alternatives:</b>	
<b>Capital Outlay Support for PAED</b>	
<b>Capital Construction Cost Range (excluding “no build”).</b>	
<b>Right of Way Cost Range (excluding “no build”).</b>	
<b>Funding Source:</b>	
<b>Type of Facility (conventional, expressway, freeway):</b>	
<b>Number of Structures:</b>	
<b>Anticipated Environmental Determination or Document:</b>	
<b>Legal Description</b>	
<b>Project Category</b>	

The remaining support, right of way and construction components of the project are preliminary estimates and are not suitable for programming purposes. Either a Supplemental PSR or Project Report will serve as the programming document for the remaining support and capital components of the project. A project report will serve as approval of the “selected” alternative.

Other approvals required are:

**2. BACKGROUND**

**3. PURPOSE AND NEED STATEMENT**

**Need:**

**Purpose:**

**4. DEFICIENCIES**

**5. CORRIDOR AND SYSTEM COORDINATION**

**6. ALTERNATIVES**

**7. COMMUNITY INVOLVEMENT**

**8. ENVIRONMENTAL DETERMINATION/DOCUMENT**

**9. FUNDING**

**9A. CAPITAL COST**

**Capital Cost Estimate for the Alternative Identified**

**Capital Outlay Estimate**

	<b>Range for Total Cost</b>		<b>Fund Source "A"</b>
<b>Alternative 1</b>			
<b>Alternative 2</b>			
<b>Alternative 3</b>			
<b>Alternative 4</b>			

**The level of detail available to develop these capital cost estimates is only accurate to within the above ranges and are useful for long-range planning purposes only. The capital costs should not be used to program or commit capital funds. The Project Report will serve as the appropriate document from which the remaining support and capital components of the project will be programmed.**

See attached “ready to sign” cooperative agreement for cooperative features.  
*(Delete this statement if the project does not have cooperative features.)*

**9B. CAPITAL SUPPORT ESTIMATE FOR THE PROGRAMMABLE ALTERNATIVE**

**10. SCHEDULE**

<b>HQ Milestones</b>	<b>Delivery Date (Month, Day, Year)</b>
Begin Environmental	
Notice of Intent (NOI)	
Circulate DED	
PA & ED	
Regular Right of Way	
Project PS&E	
Right of Way Certification	
Ready to List	
Approve Contract	
Contract Acceptance	
End Project	

**11. FHWA COORDINATION**

This Report has been reviewed by *(Name and title of the FHWA Liaison Engineer)* reviewing on *(date)*. Per *(latest federal Transportation Act)*, this project is eligible for federal-aid funding and is considered to be *(STATE-AUTHORIZED or FULL-OVERSIGHT)* under current FHWA-Caltrans Stewardship Agreements. *(If either no federal-aid funding will be used or no FHWA approval required, delete the above statement and replace with the statement: "No federal-aid funding anticipated or no FHWA action required for this project.")*.

Federal engineering and operational acceptability determination was received on \_\_\_\_\_ *(Delete this statement if not applicable.)*

Submittal of an unsigned PSR or an unsigned Project Report to FHWA is required to request federal "engineering and operational acceptability" determination of a new or modified access to the Interstate. Federal "engineering and operational acceptability" determination must be obtained prior to circulation of the environmental document. *(Delete this statement if not applicable.)*

CMAQ Eligibility \_\_\_\_\_ *(Delete this statement if not applicable.)*

**12. DISTRICT CONTACTS**

**13. PROJECT REVIEWS**

Field Review _____	Date _____
District Maintenance _____	Date _____
District Safety Review _____	Date _____
HQ Design Coordinator _____	Date _____
Project Manager District Safety Review _____	Date _____
Constructability Review _____	Date _____