

California High-Speed Rail Authority



RFP No.: HSR 14-32

**Request for Proposal for Design-Build
Services for Construction Package 4**

**Reference Material, Part F.5 – CP 1 Executed
Task Orders**

Subtask 1.05

Belmont & GSB

(including Basin RR-2)



RFP No.: HSR 14-32 – Addendum No. 1 – 08/24/2015

Subtask 1.06

Olive Ave. to Clinton Avenue



Subtask 1.07

GSB North

(Ashlan Ave. to Shaw Ave.)



Subtask 1.08

GSB North

(Herndon Canal to San Joaquin River)



SUBTASK 1.09

AUTHORITY'S CONTRACTOR shall reimburse DISTRICT for all costs resulting from plan check reviews and inspections for the STORM DRAIN WORK between Stanislaus Street and Mariposa Street. This subtask covers the geographic area between Stanislaus Street and Mariposa Street, including package "Construction of Storm Drainage Facilities in Drainage Area FF (FF-BBBB)" and work shown in forthcoming packages to be named. AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment, and supervision required to complete the relocation of STORM DRAINAGE FACILITIES, roadway modifications and appurtenances. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

DISTRICT shall review and provide comments, if any, within 15 working days of receiving Drawing submittal. DISTRICT shall provide inspection during construction, as required, in order to accept the STORM DRAIN FACILITIES once installed.

Estimated Total Value of STORM DRAIN WORK: \$174,876

DISTRICT FEES

DISTRICT's Plan Reviews: Estimated \$ 8,000

DISTRICT's Inspections: Estimated \$ 4,000

Total Fee Amount to FMFCD Estimated \$ 12,000

Fresno Metropolitan Flood Control District (DISTRICT)

BY:  _____ DATE 5/16/15
NAME Alan Hofmann
TITLE General Manager-Secretary

California High-Speed Rail Authority (AUTHORITY)

BY:  _____ DATE 6/16/15
NAME BOB PENTORAKI
TITLE PE

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  _____ DATE 6/17/15
NAME: Jim Laing
TITLE: Project Director

Subtask 1.09

Stanislaus St. to Mariposa St.



SUBTASK 1.11

AUTHORITY'S CONTRACTOR shall reimburse DISTRICT for all costs resulting from plan check reviews and inspections for the STORM DRAIN WORK on Railroad Avenue between California Avenue and Jensen Avenue. This subtask covers the geographic area around Railroad Avenue between California Avenue and Jensen Avenue, including work shown in forthcoming packages to be named. AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment, and supervision required to complete the relocation of STORM DRAINAGE FACILITIES, roadway modifications and appurtenances. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

DISTRICT shall review and provide comments, if any, within 15 working days of receiving Drawing submittal. DISTRICT shall provide inspection during construction, as required, in order to accept the STORM DRAIN FACILITIES once installed.

Estimated Total Value of STORM DRAIN WORK: \$3,847,036

DISTRICT FEES

DISTRICT's Plan Reviews: Estimated \$ 8,000

DISTRICT's Inspections: Estimated \$ 4,000

Total Fee Amount to FMFCD Estimated \$ 12,000

Fresno Metropolitan Flood Control District (DISTRICT)

BY: [Signature] DATE 5/18/15
NAME Alan Hoffmann
TITLE General Manager-Secretary

California High-Speed Rail Authority (AUTHORITY)

BY: [Signature] DATE 6/16/15
NAME BOB PENNORALI
TITLE PE

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY: [Signature] DATE 6/17/15
NAME: Jim Laing
TITLE: Project Director

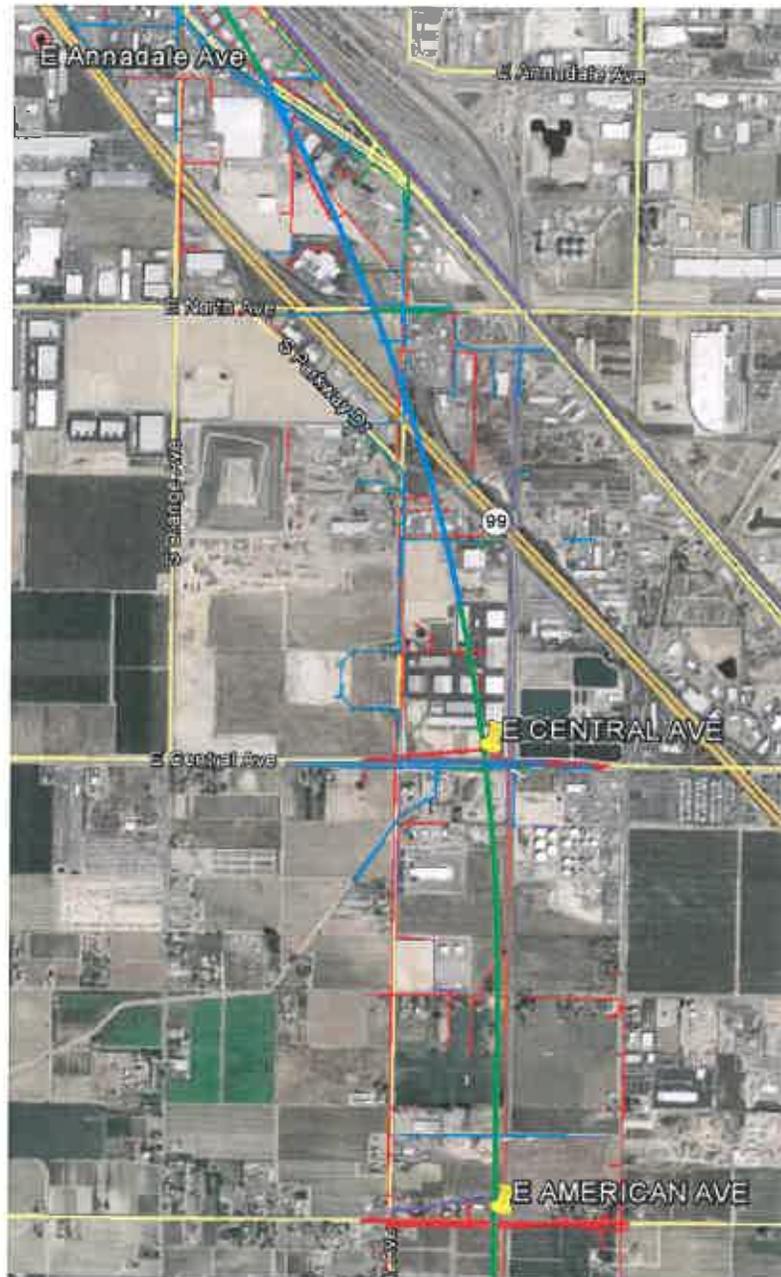
Subtask 1.11

Railroad Ave.

(California Ave. to Jensen Ave.)



Subtask 1.12 GSB South (Annadale Ave. to American Ave.)



This task order (“TASK ORDER NO. 1”) entered into this day by and between Comcast of Sacramento, LLC, hereinafter referred to as FACILITY OWNER, Tutor Perini/Zachry/Parsons, a Joint Venture, herein referred to as the AUTHORITY’S CONTRACTOR, and California High-Speed Rail Authority, hereinafter referred to as the AUTHORITY, each of which is referred to herein as “PARTY” and collectively referred to herein as “PARTIES,” provides as follows:

WHEREAS, the AUTHORITY’S CONTRACTOR and the AUTHORITY, acting by and through the State of California are parties to a certain Design-Build Contract, HSR13-06, with an effective date of August 16, 2013, for the design and construction of a portion of a High-Speed Rail Project (HSR Project) in the State of California; and

WHEREAS, FACILITY OWNER and the AUTHORITY are parties to that certain Cooperative Agreement, HSR12-79, with an effective date of March 26, 2014.

WHEREAS, pursuant to the Design-Build Contract and the Cooperative Agreement, the PARTIES desire to execute as TASK ORDER to provide for the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of facilities, or some combination thereof, owned and/or operated by FACILITY OWNER, on the terms and conditions hereinafter set forth

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

1. COOPERATIVE AGREEMENT

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

2. SCOPE OF WORK

Facility Work as defined in the definitions section of the Cooperative Agreement is incorporated by reference.

A. Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

The AUTHORITY’S CONTRACTOR and FACILITY OWNER’S Contractor will furnish all labor, material, equipment, and supervision required to complete the relocation of Facilities and appurtenances. All work shall be performed substantially in accordance with “Request

for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A and 1B.

B. Facility Work to Be Performed by PARTIES Pursuant to this Task Order:

The allocation of work responsibility will be described in subsequent subtask orders. In general:

AUTHORITY'S CONTRACTOR performs all design and construction services for the infrastructure of the proposed Facility Work as described in each executed subtask order.

FACILITY OWNER will review and approve proposed infrastructure Facility plans and install fiber cable as described in each executed subtask order. FACILITY OWNER is entitled to have a reasonable number of representatives on site of the HSR Project to verify that Facility Work is being properly performed by the Authority's Contractor and approve that Facility Work.

3. LIABILITY FOR WORK

A. Cost Allocation

To be determined by Prior Rights.

B. Payment for Work

FACILITY OWNER's costs for the FACILITY WORK shall be developed pursuant to Section 5 "Payment for Work," of the Cooperative Agreement, and shall be performed in accordance with the procedures set forth in the Cooperative Agreement.

ACTUAL COST. AUTHORITY's engineer estimates that the total actual cost for the FACILITY WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the "Actual Cost", will be approximately \$ 1,382,436 as shown by the Estimates. AUTHORITY'S CONTRACTOR'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
- ii. an established accounting procedure developed by FACILITY OWNER or AUTHORITY'S CONTRACTOR, respectively, and which each party 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 FACILITY OWNER at FACILITY OWNER'S full expense. The PARTIES agree that 0 % of FACILITY OWNER'S Actual Cost will be attributed to BETTERMENT, unless amended by a Subtask order.

- iii. **NO CHARGE.** FACILITY OWNER is responsible for all of its costs for Adjustment of the additional FACILITIES. Accordingly, FACILITY OWNER is not required to report such costs to the AUTHORITY.

The net Actual Cost, as applicable, for the FACILITY WORK shall be shared between the AUTHORITY and FACILITY OWNER as follows: 100 % by the AUTHORITY and 0 % by FACILITY OWNER; provided, however, that any portion of the Actual Cost attributable to Betterment shall be borne 100% by FACILITY OWNER. If FACILITY OWNER is entitled to any reimbursement for its costs of the FACILITY WORK, the amounts required to be paid by the AUTHORITY to FACILITY OWNER pursuant to this Agreement shall be full compensation to FACILITY OWNER for all such costs (including without limitation costs of acquiring right of way for the FACILITY WORK).

- C. *[check if applicable]* The proposed FACILITY WORK will result in credits for accrued depreciation of those FACILITIES, in the amounts indicated on the Estimate.
- D. FACILITY OWNER and the AUTHORITY's CONTRACTOR agree to track separately all costs relating to this TASK ORDER and the FACILITY WORK described in the attached Subtasks.
- E. INVOICING PROCEDURES and PAYMENT. FACILITY OWNER shall invoice AUTHORITY'S CONTRACTOR it's ACTUAL & REASONABLE COSTS the first Friday of every month on the FACILITY OWNERS form. The cutoff for the billing period will be the last Friday of every month. See Attachment 'A' Contract Invoicing Procedures.

4. CONTACTS

The Contacts for this Task Order will be as follows:

FACILITY OWNER:	<u>Al Hernandez</u>
AUTHORITY:	<u>Hugo Mejia</u>
AUTHORITY'S CONTRACTOR:	<u>Jim Laing</u>

5. GENERAL

- A. 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.
- B. Except as amended hereby, the Cooperative Agreement shall remain in full force and effect, and shall apply fully to the additional FACILITIES as if they were initially included herein.
- C. This TASK ORDER shall become effective upon the later of:

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

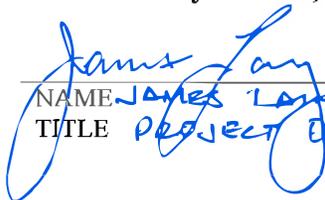
Comcast of Sacramento, LLC (FACILITY OWNER)

BY:  _____ DATE 8.13.14
NAME Richard J. Swanson
TITLE V.P. Finance

California High-Speed Rail Authority (AUTHORITY)

BY:  _____ DATE 9/3/14
NAME HUGO MEJIA
TITLE DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  _____ DATE 9/3/14
NAME JAMES LAUER
TITLE PROJECT DIRECTOR

SUBTASK 1.01

AUTHORITY'S CONTRACTOR shall reimburse FACILITY OWNER for all costs resulting from participation in design concept reviews and design workshops which occur prior to or concurrently with plan check reviews. Plan check reviews, permits, inspection and testing fees will be covered in future Subtask Orders specific to the work. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project
Estimated Value of this WORK: \$30,000

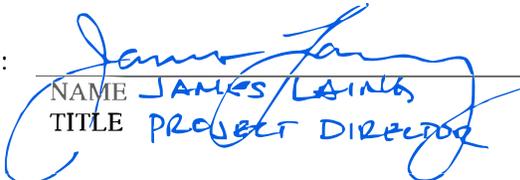
Comcast of Sacramento, LLC (FACILITY OWNER)

BY:  8.13.14
NAME Richard J. S. G. AS. it DATE
TITLE V.P. Finance

California High-Speed Rail Authority (AUTHORITY)

BY:  9/3/14
NAME HUGO MEJIA DATE
TITLE DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  9/3/14
NAME JAMES L. SMITH DATE
TITLE PROJECT DIRECTOR

ATTACHMENT A**Contract Invoicing Procedures****Comcast of Sacramento, LLC letterhead with:**

1. Invoice number and invoicing date.
2. Contract number HSR13-06
3. Service period/billing period: i.e. From 01/01/14 to 01/31/14

Work Completed (short summary):

i.e. Task Order Number 1 – Subtask Name/Number and Summary

Invoice Billing Detail:

1. Salaries – name/position, hourly, fully burdened rate
2. Hours worked, total amount i.e. 1.00 hour @ \$79.77/hr = \$79.77
3. Other direct costs:
 - a. Travel – Invoice will list all costs and the receipts or supporting documents must be attached
 - b. Office expenses/supplies – Receipts must be attached

Waiver and Release:

1. Conditional Waiver and Release to accompany invoice using attached form
2. Unconditional Waiver and Release upon receipt of check using attached form

If further clarification is to be requested, please contact:

Tutor Perini/Zachry/Parsons
1401 Fulton Street
Suite 400
Fresno, CA 93721
559.385.7025

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - Date(s) of waiver and release: _____
 - Amount(s) of unpaid progress payment(s): \$ _____
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

ATTACHMENT B**Additional Federal Requirements**Federal Requirements

The Contractor understands that the Authority has received federal funding from the Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

Compliance with Federal Requirements

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

Federal Procurement Standards

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Contractor's technical specifications and requirements.

Federal Lobbying Activities Certification

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.

The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

Civil Rights

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any

individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

- B. Access Requirements for Individuals with Disabilities:** The Contractor agrees to comply with, and assure that any subcontractor under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.
- C. Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
- 1. Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
 - 2. Age:** In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.
 - 3. Disabilities:** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, cited in FR-HSR-0009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

Safety Oversight

To the extent applicable in the performance of this Agreement, the Contractor agrees to comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight.

Reprints of Publications

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

Cost Principles

- A. The Contractor agrees to comply with procedures in accordance with OMB A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments.
- B. The Contractor agrees to comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-87, as amended, or 49 C.F.R. Part 18, are subject to repayment by the Contractor to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

Site Visits

The Contractor agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Environmental Protections

When performing work under this Agreement, the Contractor and any subcontractor shall comply with all applicable environmental requirements and regulations, as amended, including, but not limited to, the following:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation

plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6421 et seq.).

- D. **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.
- F. **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with Federal assistance provided by the FRA.

Cargo Preference

As required by 46 C.F.R. Part 381, the Contractor agrees to the following:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Part A of this section. This bill-of-lading shall be furnished to the Authority (through the Contractor in the case of a subcontractor's bill-of-lading) and to the Division of National Cargo and Domestic Trade, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- C. To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Required Use of American Iron, Steel and Other Manufactured Goods (Buy America)

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, Pub. L. 110-432, section 24405(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see FRA's Answers to Frequently Ask Questions (FAQ) available at, <http://www.fra.dot.gov/Page/P0391>.

Should the Contractor fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;

- v. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- vi. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;
- vii. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;
- viii. Justification supporting the application of the waiver categories cited; and
- ix. Contact information for the responsible party.

Certification Requirement for Procurement of Steel, Iron, or Manufactured Goods

Certificate of Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. §24405(a).

Date _____
Signature _____
Company Name _____
Title _____

Certificate of Non-Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 24405(a)(1), but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a)(2) and has provided the Authority with a written Buy America waiver justification.

Date _____
Signature _____
Company Name _____
Title _____

Maintenance

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32.

Fraud and False Claims Act

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority 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.

The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Reporting Requirements

The Contractor agrees, if requested by the Authority in writing, to provide the Authority with the following information:

- A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project 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 or subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the contract;
 - ii. The amount of the contract;
 - iii. The date of execution of the contract;
 - iv. The transaction type;
 - v. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
 - vi. The location of the entity receiving the contract;
 - vii. The primary location of the contract, including city, state, congressional district, and county;
 - viii. The DUNS number, or name and zip code for the entity headquarters, if known;
 - ix. A unique identifier of the entity receiving the contract and the parent entity of that entity, should the entity be owned by another; and
 - x. The names and total compensation of the five most highly compensated officers of the company if the company received:
 - 80% or more of its annual gross revenues in federal awards;
 - \$25,000,000 or more in annual gross revenue from Federal awards; and
 - 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. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and Federal instruction 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.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 40 U.S.C §§ 3141, et seq. The Contractor shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

- A. If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid.
- B. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

This task order (“TASK ORDER NO. 1”) entered into this day by and between SFPP, L.P., a Delaware limited partnership, hereinafter referred to as SFPP, Tutor Perini/Zachry/Parsons, a Joint Venture, herein referred to as the AUTHORITY’S CONTRACTOR, and California High-Speed Rail Authority, hereinafter referred to as the AUTHORITY, each of which is referred to herein as “PARTY” and collectively referred to herein as “PARTIES,” provide as follows:

WHEREAS, the AUTHORITY’S CONTRACTOR and the AUTHORITY, acting by and through the State of California are parties to a certain Design-Build Contract, HSR13-06, with an effective date of August 16, 2013, for the design and construction of a portion of a High-Speed Rail Project (HSR Project) in the State of California; and

WHEREAS, SFPP and the AUTHORITY are parties to that certain Cooperative Agreement, HSR13-77, with an effective date of March 10, 2014.

WHEREAS, pursuant to the Design-Build Contract and the Cooperative Agreement, the PARTIES desire to execute as TASK ORDER to provide for the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of facilities, or some combination thereof, owned and/or operated by SFPP, on the terms and conditions hereinafter set forth

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

1. COOPERATIVE AGREEMENT

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

2. SCOPE OF WORK

Work as defined in the definitions section of the Cooperative Agreement is incorporated by reference.

A. Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

All work shall be performed substantially in accordance with “Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, 1B and 1C.

B. Work to Be Performed by PARTIES Pursuant to this Task Order:

As described in subsequent Subtask orders which will be made a part of this Task Order.

AUTHORITY'S CONTRACTOR performs all design and construction services for protection of Facilities necessary during construction of adjacent Facility Work.

AUTHORITY'S CONTRACTOR reviews SFPP design of Facility Work to be performed by SFPP.

SFPP performs all design and construction services for relocation of SFPP Facilities. SFPP reviews and approves Facility plans and shall be entitled to have a reasonable number of representatives on site of the HSR Project to verify that Work is being properly performed by the Authority's Contractor and approve that Work.

3. LIABILITY FOR WORK**A. Cost Allocation**

To be determined by Prior Rights.

B. Payment for Work

SFPP's costs for the PIPELINE WORK shall be developed pursuant to Section 6 "Payment for Work," of the Cooperative Agreement, and shall be performed in accordance with the procedures set forth in the Cooperative Agreement.

ACTUAL & REASONABLE COST. AUTHORITY'S engineer estimates that its total actual cost for the PIPELINE WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the "Actual Cost", will be approximately \$ 4,800,000.00 as shown by the Estimates. SFPP'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
- ii. an established accounting procedure developed by SFPP and which SFPP 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 SFPP at SFPP's full expense. The parties agree that 0 % of SFPP's Actual Cost will be attributed to BETTERMENT, unless amended by a Subtask order.
- iii. **NO CHARGE.** SFPP is responsible for all of its costs for Adjustment of the additional PIPELINE FACILITIES. Accordingly, SFPP is not required to report such costs to the AUTHORITY.

The net Actual Cost, as applicable, for the PIPELINE WORK shall be shared between the AUTHORITY and SFPP as follows: 100 % by the AUTHORITY and 0 % by SFPP; provided, however, that any portion of the Actual Cost attributable to Betterment shall be borne 100% by SFPP. If SFPP is entitled to any reimbursement for its costs of the PIPELINE WORK, the amounts required to be paid by the AUTHORITY to SFPP pursuant to this Agreement shall be full compensation to SFPP for all such costs (including without limitation costs of acquiring right of way for the PIPELINE WORK).

- C. [check if applicable] The proposed PIPELINE WORK will result in credits for accrued depreciation of those PIPELINE FACILITIES, in the amounts indicated on the Estimate.
- D. SFPP and the AUTHORITY'S CONTRACTOR agree to track separately all costs relating to this TASK ORDER and the PIPELINE WORK described in the attached Subtasks.
- E. INVOICING PROCEDURES. SFPP shall invoice AUTHORITY'S CONTRACTOR it's ACTUAL & REASONABLE COSTS the first Friday of every month on the SFPP's form. The cutoff for the billing period will be the last Friday of every month. See Attachment 'A' Contract Invoicing Procedures.

4. CONTACTS

The Contacts for this Task Order will be as follows:

SFPP:	<u>Gregg Lies</u>
AUTHORITY:	<u>Hugo Mejia</u>
AUTHORITY'S CONTRACTOR:	<u>Jim Laing</u>

5. GENERAL

- A. 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.
- B. Except as amended hereby, the Cooperative Agreement shall remain in full force and effect, and shall apply fully to the additional PIPELINE FACILITIES as if they were initially included herein.
- C. This TASK ORDER shall become effective upon the later of:
 - i. The date of signing by the last party (either SFPP or the AUTHORITY) signing this TASK ORDER, and
 - ii. The completion of the AUTHORITY'S review as indicated by the signature of the AUTHORITY'S representative, below.

9/8 11/17/14

SFPP, L.P., a Delaware limited partnership (SFPP)

BY: *William M. Lyons* 11/18/14
NAME *William M Lyons* DATE
TITLE *VP Engineering*

LYONS

California High-Speed Rail Authority (AUTHORITY)

BY: *Hugo Mejia* 2/25/15
NAME *HUGO MEJIA* DATE
TITLE *DESIGN + CONSTR MGR*

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY: *Jim Laine* 3/3/15
NAME *JIM LAINE* DATE
TITLE *PROJECT DIRECTOR*

988 11/17/14

SUBTASK 1.01

AUTHORITY'S CONTRACTOR shall reimburse SFPP for all costs resulting from participation in design concept reviews and design workshops which occur prior to or concurrently with preliminary design. Design, Design Review, Permits, Inspection, Construction and Testing fees will be covered in future Subtask Orders specific to the work. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project
Estimated Value of this WORK: \$25,000

SFPP, L.P., a Delaware limited partnership (SFPP)

BY: [Signature] (LONS) 11/10/14
NAME William M Cutler DATE
TITLE VP Engineering

California High-Speed Rail Authority (AUTHORITY)

BY: [Signature] 2/25/15
NAME HUGO MEJIA DATE
TITLE DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY: [Signature] 3/3/15
NAME JIM LANGE DATE
TITLE PROJECT DIRECTOR

ATTACHMENT A**Contract Invoicing Procedures****SFPP, L.P., a Delaware limited partnership letterhead with:**

1. Invoice number and invoicing date.
2. Contract number HSR13-06
3. Service period/billing period: i.e. From 01/01/14 to 01/31/14

Work Completed (short summary):

i.e. Task Order Number 1 – Subtask Name/Number and Summary

Invoice Billing Detail:

1. Salaries – name/position, hourly, fully burdened rate
2. Hours worked, total amount i.e. 1.00 hour @ \$79.77/hr = \$79.77
3. Other direct costs:
 - a. Travel – Invoice will list all costs and the receipts or supporting documents must be attached
 - b. Office expenses/supplies – Receipts must be attached

Waiver and Release:

1. Conditional Waiver and Release to accompany invoice using attached form
2. Unconditional Waiver and Release upon receipt of check using attached form

If further clarification is to be requested, please contact:

Tutor Perini/Zachry/Parsons
1401 Fulton Street
Suite 400
Fresno, CA 93721
559.385.7025

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

ATTACHMENT B**Additional Federal Requirements**Federal Requirements

The Contractor understands that the Authority has received federal funding from the Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

Compliance with Federal Requirements

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

Federal Procurement Standards

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Contractor's technical specifications and requirements.

Federal Lobbying Activities Certification

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.

The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

Civil Rights

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any

individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

- B. Access Requirements for Individuals with Disabilities:** The Contractor agrees to comply with, and assure that any subcontractor under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.
- C. Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
1. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
 2. Age: In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.
 3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, cited in FR-HSR-0009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

Safety Oversight

To the extent applicable in the performance of this Agreement, the Contractor agrees to comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight.

Reprints of Publications

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

Cost Principles

- A. The Contractor agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.
- B. The Contractor agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Contractor to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

Site Visits

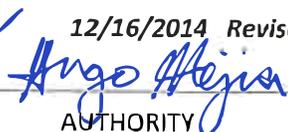
The Contractor agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

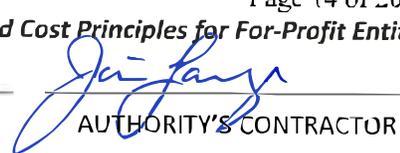
Environmental Protections

When performing work under this Agreement, the Contractor and any subcontractor shall comply with all applicable environmental requirements and regulations, as amended, including, but not limited to, the following:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation


SFPP


AUTHORITY


AUTHORITY'S CONTRACTOR

Cost Principles

- A. The Contractor agrees to comply with procedures in accordance with OMB A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments.
- B. The Contractor agrees to comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-87, as amended, or 49 C.F.R. Part 18, are subject to repayment by the Contractor to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

Site Visits

The Contractor agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Environmental Protections

When performing work under this Agreement, the Contractor and any subcontractor shall comply with all applicable environmental requirements and regulations, as amended, including, but not limited to, the following:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation

plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6421 et seq.).

- D. **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.
- F. **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with Federal assistance provided by the FRA.

Cargo Preference

As required by 46 C.F.R. Part 381, the Contractor agrees to the following:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Part A of this section. This bill-of-lading shall be furnished to the Authority (through the Contractor in the case of a subcontractor's bill-of-lading) and to the Division of National Cargo and Domestic Trade, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- C. To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Required Use of American Iron, Steel and Other Manufactured Goods (Buy America)

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, Pub. L. 110-432, section 24405(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see FRA's Answers to Frequently Ask Questions (FAQ) available at, <http://www.fra.dot.gov/Page/P0391>.

Should the Contractor fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;

- v. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- vi. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;
- vii. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;
- viii. Justification supporting the application of the waiver categories cited; and
- ix. Contact information for the responsible party.

Certification Requirement for Procurement of Steel, Iron, or Manufactured Goods

Certificate of Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. §24405(a).

Date _____
Signature _____
Company Name _____
Title _____

Certificate of Non-Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 24405(a)(1), but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a)(2) and has provided the Authority with a written Buy America waiver justification.

Date _____
Signature _____
Company Name _____
Title _____

Maintenance

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32.

Fraud and False Claims Act

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority 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.

The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Reporting Requirements

The Contractor agrees, if requested by the Authority in writing, to provide the Authority with the following information:

- A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project 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 or subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the contract;
 - ii. The amount of the contract;
 - iii. The date of execution of the contract;
 - iv. The transaction type;
 - v. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
 - vi. The location of the entity receiving the contract;
 - vii. The primary location of the contract, including city, state, congressional district, and county;
 - viii. The DUNS number, or name and zip code for the entity headquarters, if known;
 - ix. A unique identifier of the entity receiving the contract and the parent entity of that entity, should the entity be owned by another;
 - x. The names and total compensation of the five most highly compensated officers of the company if the company received:
 - 80% or more of its annual gross revenues in federal awards;
 - \$25,000,000 or more in annual gross revenue from Federal awards; and
 - 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. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and Federal instruction 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.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 40 U.S.C §§ 3141, et seq. The Contractor shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

- A. If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid.
- B. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

Construction Package No. 1

Transmittal 00661



TUTOR PERINI / ZACHRY / PARSONS JV

1401 Fulton Street
Suite 400
Fresno, CA 93721

TO: California High Speed Rail Authority
1401 Fulton St.
Suite 300
Fresno, CA 93721
Tel: 559-369-6403
Fax:

DATE: August 18, 2014
REF: County of Madera Executed Task Order #1

ATTN: Hugo Mejia

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Information	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other: Review Comments HSSP	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

Item #	Copies	Item	Description	Status
0001	1	Task Order	County of Madera Executed Task Order #1	

REMARKS: County of Madera Executed Task Order #1

Jim Laing

8/18/14

Transmitted by:

Date

This task order (“TASK ORDER NO. 1”) entered into this day by and between County of Madera, hereinafter referred to as LOCAL AGENCY, Tutor Perini/Zachry/Parsons, a Joint Venture, herein referred to as the AUTHORITY’S CONTRACTOR, and California High-Speed Rail Authority, hereinafter referred to as the AUTHORITY, each of which is referred to herein as “PARTY” and collectively referred to herein as “PARTIES,” is as follows:

WHEREAS, the AUTHORITY’S CONTRACTOR and the AUTHORITY, acting by and through the State of California are parties to a certain Design-Build Contract, HSR13-06, with an effective date of August 16, 2013, for the design and construction of a portion of a High-Speed Rail Project (HSR Project) in the State of California; and

WHEREAS, LOCAL AGENCY and the AUTHORITY are parties to that certain Master Agreement, HSR12-52, with an effective date of March 1, 2012.

WHEREAS, pursuant to the Design-Build Contract and the Master Agreement, the parties desire to execute as TASK ORDER NO.1 to provide for the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of facilities, or some combination thereof, owned and/or operated by LOCAL AGENCY, on the terms and conditions hereinafter set forth

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

1. MASTER AGREEMENT

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

2. SCOPE OF WORK

FACILITY WORK as defined in the definitions section of the Master Agreement is incorporated by reference.

A. Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

The AUTHORITY’S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of Facilities and appurtenances. All work

shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A and 1B.

B. FACILITY WORK to Be Performed by PARTIES Pursuant to this Task Order:

As described in subsequent Subtask orders which will be made a part of this Task Order.

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

LOCAL AGENCY will review and approve Facility plans and be entitled to have a reasonable number of representatives on site of the HSR Project to verify that FACILITY WORK is being properly performed by the AUTHORITY'S CONTRACTOR and approve that FACILITY WORK.

3. LIABILITY FOR WORK

A. Cost Allocation

To be determined by Prior Rights.

B. Payment for Work

LOCAL AGENCY's costs for the FACILITY WORK shall be developed pursuant to Section 5.1 "Payment for Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in the Master Agreement.

ACTUAL & REASONABLE COST. AUTHORITY's engineer estimates that its total actual cost for the FACILITY WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the "Actual Cost", will be approximately \$97,633,788 as shown by the Estimates. LOCAL AGENCY'S Actual Cost for the Adjustment work shall be developed in accordance with 23 CFR 645.117, pursuant to either *[check one]*:

- i. a work order accounting procedure prescribed by the applicable Federal or State regulatory body; or
- ii. an established accounting procedure developed by LOCAL AGENCY and which LOCAL AGENCY uses in its regular operations. Any costs included in the Actual Cost shall be reasonable, and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for LOCAL AGENCY at LOCAL AGENCY'S full expense. The PARTIES agree that 0% of LOCAL AGENCY'S Actual Cost will be attributed to BETTERMENT, unless amended by a Subtask order.

- iii. **NO CHARGE.** LOCAL AGENCY is responsible for all of its costs for Adjustment of the additional FACILITY WORK. Accordingly, LOCAL AGENCY is not required to report such costs to the AUTHORITY.

The net Actual Cost, as applicable, for the FACILITY WORK shall be shared between the AUTHORITY and LOCAL AGENCY as follows: 100 % by the AUTHORITY and 0 % by LOCAL AGENCY; provided, however, that any portion of the Actual Cost attributable to Betterment shall be borne 100% by LOCAL AGENCY. If LOCAL AGENCY is entitled to any reimbursement for its costs of the FACILITY WORK, the amounts required to be paid by the AUTHORITY to LOCAL AGENCY pursuant to this Agreement shall be full compensation to LOCAL AGENCY for all such costs (including without limitation costs of acquiring right of way for the FACILITY WORK).

- C. *[check if applicable]* The proposed FACILITY WORK will result in credits for accrued depreciation of those FACILITIES, in the amounts indicated on the Estimate.
- D. LOCAL AGENCY and the AUTHORITY'S CONTRACTOR agree to track separately all costs relating to this TASK ORDER and the FACILITY WORK described in the attached Subtasks.
- E. **INVOICING PROCEDURES.** LOCAL AGENCY shall invoice AUTHORITY'S CONTRACTOR it's ACTUAL & REASONABLE COSTS the first Friday of every month on the LOCAL AGENCYs form. The cutoff for the billing period will be the last Friday of every month. See Attachment 'A' Contract Invoicing Procedures.

4. CONTACTS

The Contacts for this Task Order will be as follows:

LOCAL AGENCY: Hisham Hemaïdan

AUTHORITY: Hugo Mejia

AUTHORITY'S CONTRACTOR: Jim Laing

5. GENERAL

- A. 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.
- B. Except as amended hereby, the Master Agreement shall remain in full force and effect, and shall apply fully to the additional FACILITY WORK as if they were initially included herein.
- C. This TASK ORDER shall become effective upon the later of:

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

County of Madera (LOCAL AGENCY)

BY:  7-28-14
NAME DATE
TITLE Road Commissioner

California High-Speed Rail Authority (AUTHORITY)

BY:  8-11-14
NAME DATE
TITLE Deputy Program Manager

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

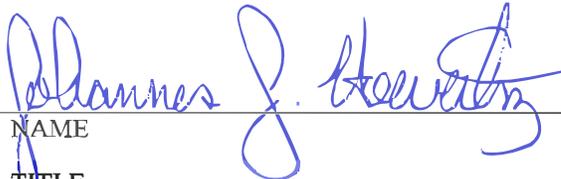
BY:  8-10-14
NAME DATE
TITLE Project Director

SUBTASK 1.01

AUTHORITY'S CONTRACTOR shall reimburse LOCAL AGENCY for all costs resulting from participation in design concept reviews and design workshops which occur prior to or concurrently with plan check reviews. Plan check reviews, permits, inspection and testing fees will be covered in future Subtask Orders specific to the work. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project
Estimated Value of this WORK: \$4,800

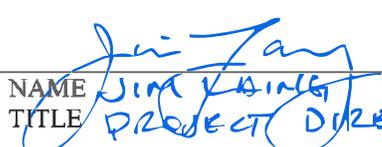
County of Madera (LOCAL AGENCY)

BY:  7-28-14
NAME DATE
TITLE

California High-Speed Rail Authority (AUTHORITY)

BY:  8-11-14
NAME DATE
TITLE Deputy Program Manager

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  8-13-14
NAME DATE
TITLE PROJECT DIRECTOR

ATTACHMENT A

Contract Invoicing Procedures

County of Madera letterhead with:

1. Invoice number and invoicing date.
2. Contract number HSR13-06
3. Service period/billing period: i.e. From 01/01/14 to 01/31/14

Work Completed (short summary):

i.e. Task Order Number 1 – Subtask Name/Number and Summary

Invoice Billing Detail:

1. Salaries – name/position, hourly, fully burdened rate
2. Hours worked, total amount i.e. 1.00 hour @ \$79.77/hr = \$79.77
3. Other direct costs:
 - a. Travel – Invoice will list all costs and the receipts or supporting documents must be attached
 - b. Office expenses/supplies – Receipts must be attached

Waiver and Release:

1. Conditional Waiver and Release to accompany invoice using attached form
2. Unconditional Waiver and Release upon receipt of check using attached form

If further clarification is to be requested, please contact:

Tutor Perini/Zachry/Parsons
1401 Fulton Street
Suite 400
Fresno, CA 93721
559.385.7025

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

ATTACHMENT B**Additional Federal Requirements**Federal Requirements

The Contractor understands that the Authority has received federal funding from the Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

Compliance with Federal Requirements

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

Federal Procurement Standards

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Contractor's technical specifications and requirements.

Federal Lobbying Activities Certification

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.

The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

Civil Rights

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any

individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

- B. Access Requirements for Individuals with Disabilities:** The Contractor agrees to comply with, and assure that any subcontractor under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.
- C. Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
- 1. Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
 - 2. Age:** In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.
 - 3. Disabilities:** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, cited in FR-HSR-0009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

Safety Oversight

To the extent applicable in the performance of this Agreement, the Contractor agrees to comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight.

Reprints of Publications

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

Cost Principles

- A. The Contractor agrees to comply with procedures in accordance with OMB A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments.
- B. The Contractor agrees to comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-87, as amended, or 49 C.F.R. Part 18, are subject to repayment by the Contractor to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

Site Visits

The Contractor agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Environmental Protections

When performing work under this Agreement, the Contractor and any subcontractor shall comply with all applicable environmental requirements and regulations, as amended, including, but not limited to, the following:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6421 et seq.).
- D. **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.
- F. **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with Federal assistance provided by the FRA.

Cargo Preference

As required by 46 C.F.R. Part 381, the Contractor agrees to the following:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Part A of this section. This bill-of-lading shall be furnished to the Authority (through the Contractor in the case of a subcontractor's bill-of-lading) and to the Division of National Cargo and Domestic Trade, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the Project.

- C. To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Required Use of American Iron, Steel and Other Manufactured Goods (Buy America)

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, Pub. L. 110-432, section 24405(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see FRA's Answers to Frequently Ask Questions (FAQ) available at, <http://www.fra.dot.gov/Page/P0391>.

Should the Contractor fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;

- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;
- v. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- vi. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;
- vii. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;
- viii. Justification supporting the application of the waiver categories cited; and
- ix. Contact information for the responsible party.

Certification Requirement for Procurement of Steel, Iron, or Manufactured Goods

Certificate of Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. §24405(a).

Date _____
Signature _____
Company Name _____
Title _____

Certificate of Non-Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 24405(a)(1), but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a)(2) and has provided the Authority with a written Buy America waiver justification.

Date _____
Signature _____

Company Name _____
Title _____

Maintenance

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32.

Fraud and False Claims Act

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority 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.

The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Reporting Requirements

The Contractor agrees, if requested by the Authority in writing, to provide the Authority with the following information:

- A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project 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 or subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the contract;
 - ii. The amount of the contract;
 - iii. The date of execution of the contract;
 - iv. The transaction type;
 - v. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
 - vi. The location of the entity receiving the contract;
 - vii. The primary location of the contract, including city, state, congressional district, and county;
 - viii. The DUNS number, or name and zip code for the entity headquarters, if known;
 - ix. A unique identifier of the entity receiving the contract and the parent entity of that entity, should the entity be owned by another; and
 - x. The names and total compensation of the five most highly compensated officers of the company if the company received:

- 80% or more of its annual gross revenues in federal awards;
- \$25,000,000 or more in annual gross revenue from Federal awards; and
- 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. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and Federal instruction 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.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 40 U.S.C §§ 3141, et seq. The Contractor shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

- A. If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid.
- B. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

SUBTASK 1.01

AUTHORITY'S CONTRACTOR shall reimburse LOCAL AGENCY for all costs resulting from participation in design concept reviews and design workshops which occur prior to or concurrently with plan check reviews. This Subtask 1.01 shall be summarized as "Subtask 1.01, design concept reviews and design workshops."

Plan check reviews, permits, inspection and testing fees will be covered in future Subtask Orders specific to the work. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project

Estimated Value of this WORK: \$40,000

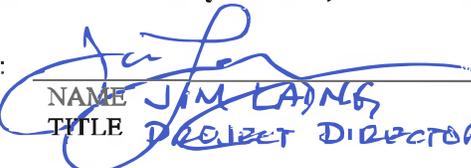
County of Fresno (LOCAL AGENCY)

BY:  12/2/14
NAME DATE
TITLE

California High-Speed Rail Authority (AUTHORITY)

BY:  12/10/14
NAME DATE
TITLE HUGO MEJIA
DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  12/12/14
NAME DATE
TITLE JIM LAING
PROJECT DIRECTOR

This task order ("TASK ORDER NO. 1") entered into this day by and between Madera Irrigation District, hereinafter referred to as MID, Tutor Perini/Zachry/Parsons, a Joint Venture, herein referred to as the AUTHORITY'S CONTRACTOR, and California High-Speed Rail Authority, hereinafter referred to as the AUTHORITY, each of which is referred to herein as "PARTY" and collectively referred to herein as "PARTIES," is as follows:

WHEREAS, the AUTHORITY'S CONTRACTOR and the AUTHORITY, acting by and through the State of California are parties to a certain Design-Build Contract, HSR13-06, with an effective date of August 16, 2013, for the design and construction of a portion of a High-Speed Rail Project (HSR Project) in the State of California; and

WHEREAS, MID and the AUTHORITY are parties to that certain Master Agreement, HSR12-54, with an effective date of March 1, 2013.

WHEREAS, pursuant to the Design-Build Contract and the Master Agreement, the PARTIES desire to execute as TASK ORDER to provide for the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of Facilities, or some combination thereof, owned and/or operated by MID, on the terms and conditions hereinafter set forth

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

1. MASTER AGREEMENT

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

2. SCOPE OF WORK

MID FACILITY WORK as defined in the definitions section of the Master Agreement is incorporated by reference.

A. Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

The AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of Facilities and appurtenances. All work

shall be performed substantially in accordance with “Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A and 1B.

B. MID FACILITY WORK to Be Performed by PARTIES Pursuant to this Task Order:

As described in subsequent Subtask orders which will be made a part of this Task Order.

AUTHORITY’S CONTRACTOR performs all design and construction services for MID FACILITY WORK.

MID will review and approve the Plans and Specifications for the MID Facilities and be entitled to have a reasonable number of representatives on site to verify that MID FACILITY WORK is being properly performed by the Authority’s Contractor and to accept that MID FACILITY WORK, once installation is complete

3. LIABILITY FOR WORK

A. Cost Allocation

To be determined by Prior Rights.

B. Payment for Work

MID’s costs for the MID FACILITY WORK shall be developed pursuant to Section 3.19 “Payment for the Cost of MID Facility Work,” of the Master Agreement, and shall be performed in accordance with the procedures set forth in the Master Agreement.

ACTUAL & REASONABLE COST. AUTHORITY’s engineer estimates that its total actual cost for the MID FACILITY WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the “ACTUAL COST”, will be approximately \$ 10,306,540 as shown by the Estimates. MID’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
- ii. an established accounting procedure developed by MID or AUTHORITY’S CONTRACTOR, respectively, and which each PARTY 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 MID at MID’S full expense. The PARTIES agree that 0% of MID’S Actual Cost will be attributed to BETTERMENT, unless amended by a Subtask order.

- iii. **NO CHARGE.** MID is responsible for all of its costs for Adjustment of the additional MID FACILITY WORK. Accordingly, MID is not required to report such costs to the AUTHORITY.

The net Actual Cost, as applicable, for the MID FACILITY WORK shall be shared between the AUTHORITY and MID as follows: 100% by the AUTHORITY and 0% by MID; provided, however, that any portion of the Actual Cost attributable to Betterment shall be borne 100% by MID. If MID is entitled to any reimbursement for its costs of the MID FACILITY WORK, the amounts required to be paid by the AUTHORITY to MID pursuant to this Agreement shall be full compensation to MID for all such costs (including without limitation costs of acquiring right of way for the MID FACILITY WORK).

- C. *[check if applicable]* The proposed MID FACILITY WORK will result in credits for accrued depreciation of those FACILITIES, in the amounts indicated on the Estimate.
- D. MID and the AUTHORITY'S CONTRACTOR agree to track separately all costs relating to this TASK ORDER and the MID FACILITY WORK described in the attached Subtasks.
- E. **INVOICING PROCEDURES.** MID shall invoice AUTHORITY'S CONTRACTOR it's ACTUAL & REASONABLE COSTS the first Friday of every month on the MIDs form. The cutoff for the billing period will be the last Friday of every month. See Attachment 'A' Contract Invoicing Procedures.

4. CONTACTS

The Contacts for this Task Order will be as follows:

MID:	<u>Dina Nolan, Assistant General Manager</u>
AUTHORITY:	<u>Hugo Mejia, Design Construction Manager</u>
AUTHORITY'S CONTRACTOR:	<u>Jim Laing, Project Director</u>

5. GENERAL

- A. 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.
- B. Except as amended hereby, the Master Agreement shall remain in full force and effect, and shall apply fully to the additional MID FACILITY WORK as if they were initially included herein.
- C. This TASK ORDER shall become effective upon the later of:

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

Madera Irrigation District (MID)

BY:  8/29/14
NAME THOMAS GRECI DATE
TITLE GENERAL MANAGER

California High-Speed Rail Authority (AUTHORITY)

BY:  9/4/14
NAME HUGO MEJIA DATE
TITLE DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  9/4/14
NAME JIM LAING DATE
TITLE PROJECT DIRECTOR

SUBTASK 1.01

AUTHORITY'S CONTRACTOR shall reimburse MID for all costs resulting from participation in design concept reviews and design workshops which occur prior to or concurrently with plan check reviews. Plan check reviews, permits, inspection and testing fees will be covered in future Subtask Orders specific to the work. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project

Estimated Value of this WORK: \$ 25,000

Madera Irrigation District (MID)

BY:  _____ DATE 8/29/14
NAME THOMAS GRECO
TITLE GENERAL MANAGER

California High-Speed Rail Authority (AUTHORITY)

BY:  _____ DATE 9/4/14
NAME HUGO MEJIA
TITLE DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  _____ DATE 9/4/14
NAME JIM LANDER
TITLE PROJECT DIRECTOR

ATTACHMENT A**Contract Invoicing Procedures****Madera Irrigation District letterhead with:**

1. Invoice number and invoicing date.
2. Contract number HSR13-06
3. Service period/billing period: i.e. From 01/01/14 to 01/31/14

Work Completed (short summary):

i.e. Task Order Number 1 – Subtask Name/Number and Summary

Invoice Billing Detail:

1. Salaries – name/position, hourly, fully burdened rate
2. Hours worked, total amount i.e. 1.00 hour @ \$79.77/hr = \$79.77
3. Other direct costs:
 - a. Travel – Invoice will list all costs and the receipts or supporting documents must be attached
 - b. Office expenses/supplies – Receipts must be attached

Waiver and Release:

1. Conditional Waiver and Release to accompany invoice using attached form
2. Unconditional Waiver and Release upon receipt of check using attached form

If further clarification is to be requested, please contact:

Tutor Perini/Zachry/Parsons
1401 Fulton Street
Suite 400
Fresno, CA 93721
559.385.7025

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

ATTACHMENT B**Additional Federal Requirements**Federal Requirements

The Contractor understands that the Authority has received federal funding from the Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

Compliance with Federal Requirements

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

Federal Procurement Standards

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Contractor's technical specifications and requirements.

Federal Lobbying Activities Certification

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at

<http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.

The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

Civil Rights

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor

agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

- B. Access Requirements for Individuals with Disabilities:** The Contractor agrees to comply with, and assure that any subcontractor under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.
- C. Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
1. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
 2. Age: In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.
 3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in

accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, cited in FR-HSR-0009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

Safety Oversight

To the extent applicable in the performance of this Agreement, the Contractor agrees to comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight.

Reprints of Publications

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

Cost Principles

- A. The Contractor agrees to comply with procedures in accordance with OMB A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments.
- B. The Contractor agrees to comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-87, as amended, or 49 C.F.R. Part 18, are subject to repayment by the Contractor to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

Site Visits

The Contractor agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Environmental Protections

When performing work under this Agreement, the Contractor and any subcontractor shall comply with all applicable environmental requirements and regulations, as amended, including, but not limited to, the following:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6421 et seq.).

- D. **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.
- F. **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with Federal assistance provided by the FRA.

Cargo Preference

As required by 46 C.F.R. Part 381, the Contractor agrees to the following:

- A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Part A of this section. This bill-of-lading shall be furnished to the Authority (through the Contractor in the case of a subcontractor's bill-of-lading) and to the Division of National Cargo and Domestic Trade, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- C. To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Required Use of American Iron, Steel and Other Manufactured Goods (Buy America)

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, Pub. L. 110-432, section 24405(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see FRA's Answers to Frequently Ask Questions (FAQ) available at, <http://www.fra.dot.gov/Page/P0391>.

Should the Contractor fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;

- v. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- vi. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;
- vii. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;
- viii. Justification supporting the application of the waiver categories cited; and
- ix. Contact information for the responsible party.

Certification Requirement for Procurement of Steel, Iron, or Manufactured Goods

Certificate of Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. §24405(a).

Date _____
Signature _____
Company Name _____
Title _____

Certificate of Non-Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 24405(a)(1), but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a)(2) and has provided the Authority with a written Buy America waiver justification.

Date _____
Signature _____
Company Name _____
Title _____

Maintenance

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32.

Fraud and False Claims Act

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority 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.

The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Reporting Requirements

The Contractor agrees, if requested by the Authority in writing, to provide the Authority with the following information:

- A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project 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 or subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the contract;
 - ii. The amount of the contract;
 - iii. The date of execution of the contract;
 - iv. The transaction type;
 - v. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
 - vi. The location of the entity receiving the contract;
 - vii. The primary location of the contract, including city, state, congressional district, and county;
 - viii. The DUNS number, or name and zip code for the entity headquarters, if known;
 - ix. A unique identifier of the entity receiving the contract and the parent entity of that entity, should the entity be owned by another; and
 - x. The names and total compensation of the five most highly compensated officers of the company if the company received:
 - 80% or more of its annual gross revenues in federal awards;
 - \$25,000,000 or more in annual gross revenue from Federal awards; and
 - 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. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and Federal instruction 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.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 40 U.S.C §§ 3141, et seq. The Contractor shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

- A. If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid.
- B. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

This task order ("TASK ORDER NO. 1") entered into this day by and between tw telecom of california l.p., hereinafter referred to as UTILITY OWNER, Tutor Perini/Zachry/Parsons, a Joint Venture, herein referred to as the AUTHORITY'S CONTRACTOR, and California High-Speed Rail Authority, hereinafter referred to as the AUTHORITY, each of which is referred to herein as "PARTY" and collectively referred to herein as "PARTIES," is as follows:

WHEREAS, the AUTHORITY'S CONTRACTOR and the AUTHORITY, acting by and through the State of California are parties to a certain Design-Build Contract, HSR13-06, with an effective date of August 16, 2013, for the design and construction of a portion of a High-Speed Rail Project (HSR Project) in the State of California; and

WHEREAS, UTILITY OWNER and the AUTHORITY are parties to that certain Master Agreement, HSR12-48, with an effective date of May 15, 2013.

WHEREAS, pursuant to the Design-Build Contract and the Master Agreement, the parties desire to execute as TASK ORDER to provide 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, on the terms and conditions hereinafter set forth

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

1. COOPERATIVE AGREEMENT

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

2. SCOPE OF WORK

Facility Work as defined in the definitions section of the Cooperative Agreement is incorporated by reference.

A. Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

The Authority's Contractor will furnish all labor, material, equipment, and supervision required to complete the relocation of Facilities and appurtenances except UTILITY OWNER will disconnect, pull and reconnect fiber optic lines. All work shall be performed substantially

in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A and 1B.

B. Facility Work to Be Performed by PARTIES Pursuant to this Task Order:

As described in subsequent Subtask orders which will be made a part of this Task Order.

AUTHORITY'S CONTRACTOR performs all design and construction services for Facility Work except UTILITY OWNER will disconnect, pull and reconnect fiber optic lines.

UTILITY OWNER will review and approve Facility plans and be entitled to have a reasonable number of representatives on site of the HSR Project to verify that Facility Work is being properly performed by the Authority's Contractor and approve that Facility Work.

3. LIABILITY FOR WORK

A. Cost Allocation

To be determined by Prior Rights.

B. Payment for Work

UTILITY OWNER's costs for the FACILITY WORK shall be developed pursuant to Section 5 "Payment for Work," of the Cooperative Agreement, and shall be performed in accordance with the procedures set forth in the Cooperative Agreement.

ACTUAL & REASONABLE COST. AUTHORITY's engineer estimates that its total actual cost for the FACILITY WORK (net of any applicable credits for accrued depreciation, salvage and BETTERMENT), referred to herein as the "Actual Cost", will be approximately \$ 291,804.00 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
- 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 0 % of UTILITY OWNER'S Actual Cost will be attributed to BETTERMENT, unless amended by a Subtask order.

- iii. **NO CHARGE.** UTILITY OWNER is responsible for all of its costs for Adjustment of the additional FACILITIES. Accordingly, UTILITY OWNER is not required to report such costs to the AUTHORITY.

The net Actual Cost, as applicable, for the FACILITY WORK shall be shared between the AUTHORITY and UTILITY OWNER as follows: 100 % by the AUTHORITY and 0 % 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 FACILITY WORK, the amounts required to be paid by the 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 FACILITY WORK).

- C. [check if applicable] The proposed FACILITY WORK will result in credits for accrued depreciation of those FACILITIES, in the amounts indicated on the Estimate.
- D. UTILITY OWNER and the AUTHORITY'S CONTRACTOR agree to track separately all costs relating to this TASK ORDER and the FACILITY WORK described in the attached Subtasks.
- E. **INVOICING PROCEDURES.** UTILITY OWNER shall invoice AUTHORITY'S CONTRACTOR it's ACTUAL & REASONABLE COSTS the first Friday of every month on the UTILITY OWNERS form. The cutoff for the billing period will be the last Friday of every month. See Attachment 'A' Contract Invoicing Procedures.

4. CONTACTS

The Contacts for this Task Order will be as follows:

UTILITY OWNER:	tw telecom of california l.p. Susan Harden, Director Long Haul Operations 9665 Granite Ride Drive, Suite 500 San Diego, CA 92123
AUTHORITY:	Hugo Mejia
AUTHORITY'S CONTRACTOR:	Jim Laing

5. GENERAL

- A. 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.

- B. Except as amended hereby, the Cooperative Agreement shall remain in full force and effect, and shall apply fully to the additional FACILITIES as if they were initially included herein.
- C. This TASK ORDER shall become effective upon the later of:
 - i. The date of signing by the last party (either UTILITY OWNER or the AUTHORITY) signing this TASK ORDER, and
 - ii. The completion of the AUTHORITY'S review as indicated by the signature of the AUTHORITY'S representative, below.

tw telecom of california l.p. (UTILITY OWNER)

tw telecom of california l.p.

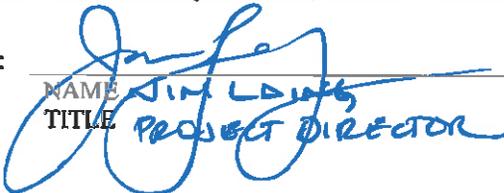
By: tw telecom holdings inc.,
its general partner

By: 
Name: KEVIN D'GUNNER
Title: VP DSP ENG. & CONST.

California High-Speed Rail Authority (AUTHORITY)

BY:  _____ DATE 9/12/14
NAME HUGO MEJIA
TITLE DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  _____ DATE 9/17/14
NAME JIM LAUFF
TITLE PROJECT DIRECTOR

SUBTASK 1.01

AUTHORITY'S CONTRACTOR shall reimburse UTILITY OWNER for all costs resulting from participation in design concept reviews and design workshops which occur prior to or concurrently with plan check reviews. Plan check reviews, permits, inspection and testing fees will be covered in future Subtask Orders specific to the work. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project
Estimated Value of this WORK: \$15,000

tw telecom of california l.p. (UTILITY OWNER)

tw telecom of california l.p.
By: tw telecom holdings inc.,
its general partner

By: 
Name: KEVIN O'CONNOR
Title: VP OSP ENG & CONST.

California High-Speed Rail Authority (AUTHORITY)

BY:  9/12/14
NAME: HUGO MEJIA DATE
TITLE: DESIGN + CONSTR MGR

Tutor Perini/Zachry/Parsons, a Joint Venture (AUTHORITY'S CONTRACTOR)

BY:  9/17/14
NAME: JIM LAW DATE
TITLE: PROJECT DIRECTOR

ATTACHMENT A**Contract Invoicing Procedures****tw telecom of california l.p. letterhead with:**

1. Invoice number and invoicing date.
2. Contract number HSR13-06
3. Service period/billing period: i.e. From 01/01/14 to 01/31/14

Work Completed (short summary):

i.e. Task Order Number 1 – Subtask Name/Number and Summary

Invoice Process:

1. Provide total amount to be billed by the 25th of the month.
2. Provide actual invoice on the 2nd business day of the month.

Invoice Billing Detail:

1. Salaries – name/position, hourly, fully burdened rate
2. Hours worked, total amount i.e. 1.00 hour @ \$79.77/hr = \$79.77
3. Other direct costs:
 - a. Travel – Invoice will list all costs and the receipts or supporting documents must be attached
 - b. Office expenses/supplies – Receipts must be attached

Waiver and Release:

1. Conditional Waiver and Release to accompany invoice using attached form
2. Unconditional Waiver and Release upon receipt of check using attached form

If further clarification is to be requested, please contact:

Tutor Perini/Zachry/Parsons
1401 Fulton Street
Suite 400
Fresno, CA 93721
559.385.7025

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
 - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

ATTACHMENT B**Additional Federal Requirements**Federal Requirements

The Contractor understands that the Authority has received federal funding from the Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Contractor shall ensure compliance by its subcontractors and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

Compliance with Federal Requirements

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

Federal Procurement Standards

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Contractor's technical specifications and requirements.

Federal Lobbying Activities Certification

The Contractor certifies, to the best of its knowledge and belief, that:

- A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at <http://www.sam.gov/portal/public/SAM/>. The Contractor shall obtain appropriate certifications from each such subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.

The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

Civil Rights

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any

individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

- B. Access Requirements for Individuals with Disabilities:** The Contractor agrees to comply with, and assure that any subcontractor under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.
- C. Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
- 1. Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
 - 2. Age:** In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.
 - 3. Disabilities:** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, cited in FR-HSR-0009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

Safety Oversight

To the extent applicable in the performance of this Agreement, the Contractor agrees to comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight.

Reprints of Publications

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

Cost Principles

- A. The Contractor agrees to comply with procedures in accordance with OMB A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments.
- B. The Contractor agrees to comply with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-87, as amended, or 49 C.F.R. Part 18, are subject to repayment by the Contractor to the Authority.
- D. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

Site Visits

The Contractor agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or subcontractor.

Environmental Protections

When performing work under this Agreement, the Contractor and any subcontractor shall comply with all applicable environmental requirements and regulations, as amended, including, but not limited to, the following:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation

plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6421 et seq.).

- D. Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.
- F. Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with Federal assistance provided by the FRA.

Cargo Preference

As required by 46 C.F.R. Part 381, the Contractor agrees to the following:

- A.** To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B.** To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in Part A of this section. This bill-of-lading shall be furnished to the Authority (through the Contractor in the case of a subcontractor's bill-of-lading) and to the Division of National Cargo and Domestic Trade, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- C.** To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Required Use of American Iron, Steel and Other Manufactured Goods (Buy America)

The Contractor agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, Pub. L. 110-432, section 24405(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see FRA's Answers to Frequently Ask Questions (FAQ) available at, <http://www.fra.dot.gov/Page/P0391>.

Should the Contractor fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Contractor must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Contractor's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Contractor shall have the burden of proof to establish compliance. If the Contractor fails to demonstrate compliance, then the Contractor shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of debarment proceedings pursuant to 49 C.F.R. Part 29.

Where the Contractor is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 U.S.C. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Contractor must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Contractor's written waiver request justification shall contain:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;

- v. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);
- vi. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron or manufactured goods;
- vii. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;
- viii. Justification supporting the application of the waiver categories cited; and
- ix. Contact information for the responsible party.

Certification Requirement for Procurement of Steel, Iron, or Manufactured Goods

Certificate of Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it will meet the requirements of 49 U.S.C. §24405(a).

Date _____
Signature _____
Company Name _____
Title _____

Certificate of Non-Compliance with 49 U.S.C. §24405(a)

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 24405(a)(1), but it may meet the requirements for a waiver pursuant to 49 U.S.C. 25505(a)(2) and has provided the Authority with a written Buy America waiver justification.

Date _____
Signature _____
Company Name _____
Title _____

Maintenance

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32.

Fraud and False Claims Act

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority 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.

The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Reporting Requirements

The Contractor agrees, if requested by the Authority in writing, to provide the Authority with the following information:

- A. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- B. The amount of funds actually expended or obligated during the time period requested;
- C. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project 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 or subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the contract;
 - ii. The amount of the contract;
 - iii. The date of execution of the contract;
 - iv. The transaction type;
 - v. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
 - vi. The location of the entity receiving the contract;
 - vii. The primary location of the contract, including city, state, congressional district, and county;
 - viii. The DUNS number, or name and zip code for the entity headquarters, if known;
 - ix. A unique identifier of the entity receiving the contract and the parent entity of that entity, should the entity be owned by another; and
 - x. The names and total compensation of the five most highly compensated officers of the company if the company received:
 - 80% or more of its annual gross revenues in federal awards;
 - \$25,000,000 or more in annual gross revenue from Federal awards; and
 - 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. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and Federal instruction 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.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

Wage Rate Requirements

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. § 151, et seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor shall comply with the provisions of 40 U.S.C §§ 3141, et seq. The Contractor shall also comply with the Copeland "Anti-Kickback" Act provisions of 18 U.S.C. § 874 and 29 C.F.R. Part 3.

When prevailing wage rates apply, the Contractor must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

- A. If there is any conflict between the state prevailing wages and the federal prevailing wages, the higher rate shall be paid.
- B. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.



tw telecom Inc.
10475 Park Meadows Drive
Littleton, CO 80124

tw telecom Average Hourly Wages – California

CONFIDENTIAL & PROPRIETARY

Job Code	Title	Loaded Hrly Rt.
T6101	Sr Eng Outside Plant	\$62.28
T6102	Eng Outside Plant	\$49.84
T6010	Sr Dir Operations	\$92.53
T6011	Director Operations	\$94.36
T6013	Mgr Operations	\$66.06
T6055	Sr COE	\$62.87
T6056	COE	\$53.72
T6020	Net Tech III	\$50.30
T6021	Net Tech II	\$41.56
T6022	Net Tech I	\$32.09
T6029	Spec Long Haul	\$57.06



Golden State Utility Co.

Proposal

Customer	tw telecom	Date	4/25/2014	Phone	(858) 805-6006
Job Location	Various - CHSR Project	Attention	Susan Harden	Fax	
City	Fresno-Madera	Email	Susan.Harden@twtelecom.com		
QUANTITY	UM	UNIT DESCRIPTION		UNIT RATE	UNIT TOTAL
	HR	Project Management - Straight Time - P. Wage		\$125.00	
	HR	Inspection - Straight Time - P. Wage		\$125.00	
	HR	Engineering - Straight Time - P. Wage		\$125.00	
	HR	Project Management - Overtime - P. Wage		\$165.00	
	HR	Inspection - Overtime - P. Wage		\$165.00	
	HR	Engineering - Overtime - P. Wage		\$165.00	
	HR	Project Management - Double Time - P. Wage		\$200.00	
	HR	Inspection - Double Time - P. Wage		\$200.00	
	HR	Engineering - Double Time - P. Wage		\$200.00	
	HR	Pickup 3/4 ton / 1/2 ton		\$13.75	
		Specification/Conditions: Professional services only as identified above for the Fresno-Madera CHSR Project only. Certified payroll will be provided as directed. Rates reflect prevailing wage.			
4425 FARM SUPPLY DR. CERES, CA 95307 PHONE (209) 579-3400 FAX (209) 579-3497 CA LIC 401136					

By: _____ Date: 4/25/2014

Title: Sr. Estimator

Dan Trevino

Accepted By: _____

Title: Director L. Haul Ops.

Date: _____

Contract #OSP7005201

SOW 1 Emergency Restoration

MASTER FIELD SERVICES AND/OR PRODUCTS CONTRACT FOR OUTSIDE AND INSIDE PLANT CONSTRUCTION AND INSTALLATION

**EXHIBIT A-1
STANDARD RATES**

EFFECTIVE: 04/01/14 thru 04/30/15

LABOR		Hourly Rate	Overtime Rate	Double Time Rate
Classification				
1	Engineer	\$ 84.00	\$ 125.00	\$ 168.00
2	Superintendent	\$ 73.00	\$ 110.00	\$ 147.00
3	Foreman	\$ 63.00	\$ 94.00	\$ 126.00
4	Operator	\$ 59.00	\$ 88.00	\$ 117.00
5	Welder	\$ 52.00	\$ 79.00	\$ 105.00
6	Lineman	\$ 63.00	\$ 94.00	\$ 126.00
7	Fiber Splicer	\$ 73.00	\$ 110.00	\$ 147.00
8	Copper Splicer	\$ 67.00	\$ 100.00	\$ 134.00
9	Truck Driver	\$ 46.00	\$ 69.00	\$ 92.00
10	Leadman	\$ 52.00	\$ 78.00	\$ 105.00
11	Laborer/Locator	\$ 42.00	\$ 63.00	\$ 84.00
12	Flagger	\$ 34.00	\$ 64.00	\$ 85.00
13	Conflict Resolution	\$ 64.00	\$ 86.00	\$ 110.00
14	Project Management	\$ 64.00	\$ 86.00	\$ 110.00
15	Project Management Inspection	\$ 64.00	\$ 86.00	\$ 110.00
16	Subsistence DAY	\$ 100.00		
EQUIPMENT		Hourly Rate	Classification	Hourly Rate
Classification				
1	Pickup 3/4 ton / 1/2 ton	\$ 13.75	27 Ricktowheel 8020 Class	\$ 130.00
2	Truck 1 ton	\$ 24.25	28 Trencher 8020 Class	\$ 119.00
3	Truck 2 ton	\$ 29.00	29 Trencher Vermeer 758	\$ 180.00
4	Van Truck 20 ft	\$ 24.25	30 Teeth-Trencher & Rockwheel	\$ 9.75
5	Service Truck 1 ton	\$ 28.85	31 Vac Trailer - 500 Gallon	\$ 30.00
6	Water Truck (2000 Gal)	\$ 41.00	32 Vac Trailer - 800 Gallon	\$ 30.00
7	Dump Truck 5 yd	\$ 23.00	33 Arrow Board	\$ 5.00
8	Dump Truck 10 yd	\$ 26.00	34 Changeable Message Sign	\$ 18.00
9	Telsta T-40 Aerial Lift	\$ 31.25	35 Equipment Trailer	\$ 4.75
10	Digger Truck	\$ 35.00	36 3 Reel Trailer	\$ 5.00
11	Transport	\$ 75.00	37 Reel or Pole Trailer	\$ 2.25
12	Cable Pulling Truck	\$ 34.50	38 Dump Trailer	\$ 3.50
13	Fiber Splicing Vehicle	\$ 25.75	39 End Puller/Mid Assist	\$ 15.00
14	Copper Splicing Vehicle	\$ 25.75	40 Super Cable Jet	\$ 60.00
15	Power Rodding Truck	\$ 28.50	41 OTDR	\$ 15.50
16	Boom Truck 14 Ton	\$ 45.00	42 Fusion Machine	\$ 15.50
17	Trk Mount Pothole Unit - 1200 Gal.	\$ 55.00	43 Mass Fusion Machine	\$ 15.50
18	Traffic Control Truck	\$ 19.00	44 Power Meter/Light Source	\$ 15.50
19	Backhoe 590SI.	\$ 30.00	45 Forklift 8000 lb	\$ 16.50
20	Bobcat	\$ 25.50	46 Concrete Saw	\$ 12.75
21	Mini Excavator	\$ 25.50	47 Generator 6000 watt	\$ 7.50
22	Air Compressor 185 w/tools	\$ 14.00	48 Generator 25 kv	\$ 22.50
23	Compressor 375ft	\$ 16.00	49 Smooth Drum Roller A/C 2-Ton	\$ 44.50
24	Directional Bore 520	\$ 140.50	50 Vermeer Compactor	\$ 10.75
25	Directional Bore 1720	\$ 175.00	51 Wacker	\$ 12.75
26	Directional Bore 2020 / 2070	\$ 245.00	52 Water Pump 2"	\$ 7.00

Confidential
Disclose and distribute to those individuals who have a need to know.

NOTES:

1. Eighteen percent (18%) markup on rentals, subcontractors and materials
2. Overtime paid after eight (8) hours per day and on Saturdays.
3. Double time paid after twelve (12) hours per day, on Sundays and legal holidays.
4. Standby time for equipment will be charged at a rate of fifty percent (50%) of the normal hourly rate.
5. A mobilization charge of \$750.00 applies for an emergency restoration call-out.
6. The minimum call-out time for emergency restoration work will be four (4) crew hours.

Confidential

Disclose and distribute to those individuals who have a need to know.