



CALIFORNIA

High-Speed Rail Authority

Trainset Agreement No.: HSR 14-30

SIGNATURE DOCUMENT

INDUSTRY REVIEW DRAFT – 1/30/2015

STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER HSR 14-30
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

2. The term of this Agreement is: **See Attachment A, Article 10**

3. The maximum amount of this Agreement is: **See Attachment A, Article 5**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- Attachment A: Signature Document General Terms
- Attachment B: Pricing Commitments
- Attachment C: Key Personnel and Proposal Commitments
- Attachment D: Designated Representatives and Addresses for Notices
- Attachment E: Davis-Bacon Act Wage Rates
- Attachment F: Buy America Certificate

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto
 These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME California High-Speed Rail Authority	
BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeffrey Morales	
ADDRESS 770 L Street, Suite 800, Sacramento, CA 95814	
APPROVED AS TO FORM	
AGENCY NAME California High-Speed Rail Authority	
BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____	
PRINTED NAME AND TITLE OF PERSON SIGNING Thomas Fellenz	



Attachment A: Signature Document General Terms

RECITALS

- A. On _____, 2015 Authority issued Request for Proposals No. HSR 14-30 (as amended, "RFP") for the provision of Trainsets and other related goods and services, pursuant to procurement authority granted in Section 185036(a) of the California Public Utilities Code.
- B. Authority evaluated proposals in response to the RFP, and has selected Contractor for award of the Contract based on a determination that its Proposal provided the best overall value to Authority.
- C. The Contract includes provisions intended to allow Authority's goal for the Project to be achieved and to reflect Contractor's assumption of responsibility, risk, and liability for the provision of Trainsets and other related goods and services, and a requirement to pay Liquidated Damages in the event of unexcused delay in completion, for failure to meet Performance Standards, for replacement of Key Personnel and for failure to meet Rolling Stock Cost Commitments. The RFP required Proposers to account for such restrictions and requirements in determining the proposed Contract Amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. Contract

The Contract is defined in the "Definitions" clause (Article 1) of the General Provisions. The Contract shall be deemed to include all provisions required by Applicable Law to be inserted in the Contract, whether actually inserted or not. Any initially capitalized terms used but not defined in this Signature Document shall have the meaning given them in the General Provisions.

ARTICLE 2. Trainset Orders

Authority shall order Fleet 1, which shall consist of a base order of two Prototype Trainsets and [14] production Trainsets. The deadline for Authority to issue a Preliminary Notice related to Fleet 1 is [December 31, 2020]. Authority may, in its sole discretion, order up to four additional Fleets (Fleet 2, Fleet 3, Fleet 4 and Fleet 5). Fleets 2 through 4 may consist of up to five Trainsets each. Fleet 5 may consist of up to 55 Trainsets. The deadline for Authority to issue Preliminary



Notice(s) related to Fleets 2 through 5, if any, is [December 31, 2035]. If Authority does not issue a Preliminary Notice for any of Fleets 2 through 5 by [December 31, 2024], the prices shall be subject to negotiation. Authority reserves the right to divide Fleet 5 into sub-fleets and to issue separate Preliminary Notices and NTPs related to such sub-fleets. If Authority has not issued a Preliminary Notice for Fleet 1 by the deadline above due to no fault, negligence, act, or failure to act of any Contractor, Contractor may seek to negotiate a Change Order including an extension in time for issuance of a Preliminary Notice for Fleet 1, and an increase in the Contract Amount mutually acceptable to Contractor and Authority. If Contractor does not wish to seek a Change Order as provided above or if Authority fails to issue a Change Order acceptable to Contractor, then Contractor's sole remedy shall be to terminate the Contract, and such termination shall be deemed to be a termination for convenience under the "Termination for Convenience" clause (Article 18) of the General Provisions.

ARTICLE 3. Mock-Ups and Trainset Exhibits

Contractor shall make available to Authority all required mock-ups and Trainset Exhibits within [two years] after the date Authority issues an NTP for Fleet 1.

ARTICLE 4. Trainset Acceptance Deadline

For each Fleet, Contractor shall obtain a Certificate of Final Acceptance for each Trainset within the Fleet within four years after the date Authority issues an NTP for the Fleet.

ARTICLE 5. Compensation

The Contract Amount constitutes full compensation for the Work, provided Contractor shall not perform any Work for which Authority does not issue an NTP. The components of the Contract Amount are set forth in Attachment B-1, provided such amounts are subject to escalation in accordance with the Contract.

ARTICLE 6. Key Personnel and Proposal Commitments

Key Personnel and Proposal Commitments are set forth in Attachment C.

ARTICLE 7. Project Organization and Contacts

Attachment D identifies the Authority Representative and the Contractor Representative, which are authorized to make decisions and bind Authority and Contractor respectively on matters relating to the Contract. Authority and Contractor shall have the right to change its representative and addresses for notices upon written notice delivered pursuant to this Article. The Parties may also designate other representatives who shall be authorized to investigate and



report on matters relating to the Work and negotiate on behalf of each of the Parties.

All notices and other communications concerning the Contract shall be written in English, shall bear the number assigned to the Contract by Authority and shall follow Authority's correspondence format and reference system.

Notices and other communications may be delivered personally, by private package delivery, by facsimile, or by regular, certified, or registered mail. A notice to Authority will be effective only if it is delivered to Authority Representative and other person(s) designated for delivery of notices in Attachment D, and a notice to Contractor will be effective only if it is delivered to the Contractor Representative and other person(s) designated for delivery of notices in Attachment D.

Notices shall be deemed delivered when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by tele-facsimile after 4:00 p.m. Pacific Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical problem or any failure of any kind preventing Contractor from delivering notice in accordance with the Contract shall be the sole responsibility of Contractor.

Contractor shall copy Authority on all written correspondence pertaining to the Contract between Contractor and any Person other than Contractor's Subcontractors, consultants and attorneys.

ARTICLE 8. Organization

Contractor represents, warrants and covenants for the benefit of Authority as follows.

Contractor is a _____, duly organized and validly existing under the laws of the State of _____, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted. Contractor is composed of _____. _____ is a _____, duly organized and validly existing under the laws of _____, with all requisite power to own its own properties and assets and carry on its business as now conducted or proposed to be conducted.

[To be conformed in execution version.]

Contractor and each of its members are duly qualified to do business and are in good standing in the State and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract.



Contractor's license number is _____ with an expiration date of _____. [*To be added in execution version.*]

ARTICLE 9. Test Track, Authority-Provided Property, Transfer Track, Track Connectivity

Authority will provide Contractor with access to the Test Track by the later of (a) [36 months] after NTP for Fleet 1 and (b) Authority's issuance of the a Certificate of Provisional Acceptance or an interim Certificate of Provisional Acceptance, as applicable, for the first Prototype Trainset, provided Contractor provides Authority with a 30-day written notice of its scheduled date for Provisional Acceptance of the first Prototype Trainset.

Authority will provide Contractor the following property (the "Authority-Provided Property"):

- (a) [*Parcel description to be provided.*] ("Parcel 1") – To be provided __ months after NTP for Fleet 1. [*Deadline to be provided.*]
- (b) [*Parcel description to be provided.*] ("Parcel 2") – To be provided __ months after NTP for Fleet 1. [*Deadline to be provided.*]
- (c) [*Parcel description to be provided.*] ("Parcel 3") – To be provided __ months after NTP for Fleet 1. [*Deadline to be provided.*]

On each of Parcel 1, Parcel 2 and Parcel 3, by the deadlines set forth in clauses (a) through (c) above, Authority will provide a fully functional Transfer Track pursuant to the requirements of the mainline track consisting of dual tracks, each track being able to accommodate a Double-Traction trainset. One end of the Transfer Track will have a connection to the mainline track. Authority will provide the overhead contact system, mainline signaling and communications systems from the mainline track onto, and including, the Transfer Track, by the deadline for the Authority to provide the relevant parcel. Contractor shall install its own signaling and communication systems from Contractor's depot onto, and including, the Transfer Track, which shall be able to interface with the mainline signaling and communication systems provided by Authority.

Contractor may request an alternate connection to the mainline track (other than the connection Authority is providing for the Authority-Provided Property), provided the proposed connection meets certain conditions [*Conditions to be specified*]. If Authority approves Contractor's use of an alternate connection, Contractor shall be responsible to construct the track connecting to the mainline track. Authority and Contractor's obligations related to the installation of an overhead contact system, signaling and communications systems on the



alternate connection shall be the same as for the connections on the Authority-Provided Property.

Authority will achieve Track Connectivity by [December 31, 2024].

Authority will provide a freight-rail connection to Parcel 1 and Parcel 2 until Track Connectivity. Authority will provide a freight-rail connection to Parcel 3 for the term of the Contract.

ARTICLE 10. Contract Time

This Contract shall become effective upon the date of execution by Authority. Contractor shall begin the Work, as applicable, on the date set forth in each Notice to Proceed issued by Authority. The Work shall end at the conclusion of the Overall Trainset Service Period, unless terminated earlier in accordance with the terms of the Contract.

ARTICLE 11. Security

A copy of the form of Letter of Credit (Manufacturing) and a copy of the form of Letter of Credit (Maintenance) is provided in Schedule 8-1 and Schedule 8-2, respectively, to the General Provisions. A copy of the form of Payment Bond (Maintenance Facility) is provided in Attachment 1 to Schedule 13 to the General Provisions. A copy of the form of Performance Bond (Maintenance) is provided in Schedule 7 to the General Provisions. A copy of the form of Guaranty is provided in Schedule 9 to the General Provisions.

ARTICLE 12. Davis-Bacon Act Wage Rates

A copy of the Davis-Bacon Act Wage Rates is attached as Attachment E.

ARTICLE 13. Buy America Certificate

A copy of the Buy America Certificate is attached as Attachment F.

ARTICLE 14. Authority-Owned Spares

A copy of the list of the Authority-Owned Spares is attached as Attachment B-2.



Attachment B: Pricing Commitments

Attachment B-1: Milestone Contract Amount, Options Unit Prices and Service Period Payments

[Update prior to execution to include unescalated amounts from Contractor’s Proposal.]

	Price (unescalated)
Milestone Contract Amount (Fleet 1)	

	Options Unit Price (unescalated)
Fleets 2-5 Options Unit Prices	
Fleet 2	
Fleet 3	
Fleet 4	
Fleet 5	

	Unit Price (unescalated)
Service Period Payments	
Trainset Incremental Service Amount (1-5 Trainsets)	
Trainset Incremental Service Amount (6-10 Trainsets)	
Trainset Incremental Service Amount (11-16 Trainsets)	
Trainset Incremental Service Amount (17-21 Trainsets)	
Trainset Incremental Service Amount (21+ Trainsets)	
Mileage Incremental Service Amount	



Attachment B-2: Authority-Owned Spares

[Insert list of Spares from Contractor's Proposal. Authority developed the form for the list, which it included in the ITP, based on Proposer's Technical Proposal.]



Attachment C: Key Personnel and Proposal Commitments

Key Personnel

Project Manager: _____ [To be added in execution version.]

Lead Design Engineer: _____ [To be added in execution version.]

Lead Test Engineer: _____ [To be added in execution version.]

Lead Commissioning Engineer: _____ [To be added in execution version.]

Lead RAMs Engineer: _____ [To be added in execution version.]

Lead Design Engineer or Architect for Maintenance Facilities: _____ [To be added in execution version.]

Small Business Officer: _____ [To be added in execution version.]

Rolling Stock Cost Commitments [To be added in execution version.]

Rolling Stock Cost Commitments	Commitment	Units
<u>Weight</u>		
Axle Load		tonnes
Unsprung Axle Load		tonnes
<u>Energy Efficiency</u>		
kWh per trainset-mile		kWh per trainset-mile

RAMS Commitment

The RAMS Commitments in the table below supersedes the RAMS targets set forth in Section 6 of the Performance Specification.

[Insert Table 1A (Trainset RAM Metric Values) from the Proposal in execution version.]



Other Proposal Commitments [*To be added in execution version.*]



Attachment D: Designated Representatives and Addresses for Notices

The Authority Representative is:

California High-Speed Rail Authority

770 L Street

Suite 800

Sacramento, CA 95814

The Contractor Representative is:

Copies of all notices from Contractor regarding disputes, termination and default notices shall be delivered to the following persons in addition to the Authority Representative:

Thomas Fellenz, Chief Counsel

California High-Speed Rail Authority

770 L Street, Suite 800, Sacramento, CA 95814

Copies of all notices from Authority regarding disputes, termination and default notices shall be delivered to the following persons in addition to the Contractor Representative:





Attachment E: Davis-Bacon Act Wage Rates

[To be attached 10 days prior to the Final Proposal Due Date by way of an Addendum to the RFP.]



Attachment F: Buy America Certificate

[Insert Buy America Certificate from Proposal.]

